

REQUEST FOR PROPOSAL

TECHNICAL ASSISTANCE FOR THE RENEWABLE ENERGY PROGRAM



RFP #500-04-503
State of California
California Energy Commission
January 2005

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I. Introduction

Background

In passing Assembly Bill 1890 (AB 1890, Chapter 854, Statutes of 1996, Brulte), the Legislature expressed its intent to preserve “California’s commitment to developing diverse, environmentally sensitive electricity resources.” As an initial step toward this objective, AB 1890 required California’s three major investor-owned utilities (IOUs) — Pacific Gas and Electric Company, Southern California Edison Company, and San Diego Gas and Electric Company — to collect \$540 million from their ratepayers from 1998 through 2001 to help support renewable electricity generation technologies and help develop a renewable energy market in the state via a surcharge on customers’ electric bills.

In March 1997, the Energy Commission submitted recommendations to the Legislature for allocating and distributing these funds in its *Policy Report on AB 1890 Renewables Funding*. In the *Policy Report*, the Energy Commission recommended that the Renewable Energy Program (REP) take distinct approaches for supporting existing, new, and emerging renewable technologies and included recommendations for consumer activities designed to stimulate demand for renewable energy and to promote renewable energy technologies. The Energy Commission’s recommendations were incorporated into Senate Bill 90 (SB 90, Chapter 905, Statutes of 1997, Sher), which created the Renewable Resource Trust Fund (RRTF) and directed the Energy Commission to distribute the funds. With some exceptions and modifications, these basic approaches continue today.

Through the codification of Assembly Bill 995 (AB 995, Chapter 1051, Statutes of 2000, Wright) and Senate Bill 1194 (SB 1194, Chapter 1050, Statutes of 2000, Sher), the Legislature adopted The Reliable Electric Services Investments Act which directed the IOUs to continue collecting \$135 million per year from 2002 through 2006 from their ratepayers for the RRTF. AB 995 and SB 1194 required the Energy Commission to recommend funding allocations and awards to the Legislature, which it provided in June 2001, in a report titled, *Investing in Renewable Electricity Generation in California (Investment Plan)*. In 2002, the Legislature incorporated the *Investment Plan* into Senate Bill 1038 (SB 1038, Chapter 515, Statutes of 2002, Sher) which authorized the Energy Commission to administer the REP through 2006.

In September 2002, the Governor also signed Senate Bill 1078 (SB 1078, Chapter 516, Statutes of 2002, Sher), creating California’s Renewable Portfolio Standard (RPS), which required California’s IOUs to increase their procurement of electricity from renewable resources to 20% of retail sales by the end of 2017. In the *Energy Action Plan*, adopted in May 2003, the state’s three energy agencies — the California Energy Commission, the Consumer Power and Conservation Financing Authority, and the California Public Utilities Commission (CPUC) — joined efforts to develop a blueprint for accelerating the RPS goal by attaining the target of 20% renewables by year 2010, hastening the RPS goal by seven years. Later that year, the Energy Commission emphasized this goal by recommending that the state enact legislation to accelerate the RPS target to 20% by 2010 in its *Integrated Energy Policy Report*.

I. Introduction, Continued

In September 2003, the Governor signed Senate Bill 704 (SB 704, Chapter 480, Statutes of 2003, Florez), which requires the Energy Commission to allocate \$6 million from the RRTF for incentives to facilities that increase their utilization of qualified agricultural biomass for the 2003-2004 fiscal year. In February 2004, the Energy Commission adopted guidelines to implement this directive.

In October 2003, the Governor signed Senate Bill 183 (SB 183, Chapter 666, Statutes of 2003, Sher) and Senate Bill 67 (SB 67, Chapter 731, Statutes of 2003, Bowen) modifying aspects of the REP and the RPS. These bills took effect in January 2004.

What is the Purpose of this RFP?

The purpose of this Request for Proposal (RFP) is to solicit proposals that will lead to the selection of a Contractor and a team of subcontractors to provide technical support to the California Energy Commission's Renewable Energy Program.

In this RFP, Bidders will be asked to propose data collection efforts; incentive levels and structures; engineering, economic, and institutional analyses; and allocation and administrative procedures that will most effectively assist the REP in efficiently providing support to California's renewable market and industries, thereby maximizing the benefits that renewable power can provide to the State.

How Is This RFP Organized?

This RFP is organized into the following six sections:

Section I	Introduction
Section II	Background
Section III	Work Statement
Section IV	Proposal Format and Required Documents
Section V	Administration
Section VI	Evaluation

How Much Funding is Available?

There is a maximum of up to \$3,194,028 available for the contract resulting from this RFP. Of this amount, \$1,494,028 is immediately available and the balance of \$1,700,000 may be available from the budgets for fiscal years 2005/06 and 2006/07. The contract will be let up to the entire amount of \$3,194,028.

Funding for fiscal year 2004/05 consists of \$494,028 technical support baseline dollars previously approved in the Governor's 2004/05 budget, and \$1,000,000 continuously appropriated Consumer Education Program dollars. Additional Consumer Education Program dollars may be placed in the contract subject to requirements in the Consumer Education Program Guidebook and State of California contracting rules. Funding for fiscal years 2005/06 (\$675,000) and 2006/07 (\$675,000) is subject to the availability and approval of the Governor's 2005/06 and 2006/07 budgets. Potential funding of \$350,000 (in fiscal year 2005/06) is serving

I. Introduction, Continued

as a placeholder dependent on receiving dollars from other funding sources. This partial funding added to the contract will be subject to any additional restrictions, limitations or conditions imposed by the funding agency which may affect the provisions or terms of this contract.

This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Energy Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget or program requirements.

Is Work Guaranteed?

The Energy Commission makes no guarantee that any or all of the funds will be assigned in any given year or that any or all of the selected consultants will be assigned work.

What Are the Key Activities and Dates?

Key activities and times for this RFP are presented below. This is a tentative schedule; please call the Contracts Office to confirm dates.

ACTIVITY	ACTION DATE
RFP Release	January 25, 2005
Deadline for Written Questions	February 7, 2005
Pre-Bid Conference	February 7, 2005
Distribute Questions/Answers and Addenda (if any) to RFP	As Necessary
Deadline to Submit Proposals	March 17, 2005
Interviews	If necessary
Notice of Proposed Award	April 4, 2005
Commission Business Meeting	May 11, 2005
Contract Start Date	June 13, 2005
Contract Termination Date	June 12, 2008

How Do I Respond to this RFP?

Responses to this solicitation will be in the form of an Administrative Response, and a Technical and Cost Proposal, according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization, project management and approach to perform the tasks described in the Work Statement found in Section III, and the Cost Proposal shall detail the Bidder's labor costs to perform such tasks.

How Can I Obtain Further Information?

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

I. Introduction, Continued

February 7, 2005, 10:00 a.m.
California Energy Commission
1516 Ninth Street, Hearing Room A
Sacramento, California 95814

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Energy Commission, questions posed during the Pre-Bid Conference may be answered orally or in writing. All oral or written questions, received prior to or at the Pre-Bid Conference, will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Bid Conference and posted on the Energy Commission's Web Site at www.energy.ca.gov/contracts. The deadline for written questions is February 7, 2005, by 5:00 p.m.

Who Do I Contact?

Questions or clarifications about this RFP should be directed to:

KATHY CHAN, CONTRACTS OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4379
FAX: (916) 654-4423

This RFP is available through the Energy Commission's Web Site at:
www.energy.ca.gov/contracts. Copies may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4392
FAX: (916) 654-4423

Verbal Communication

Any verbal communication with an Energy Commission employee concerning this RFP is not binding on the State or the Energy Commission and shall in no way alter a specification, term, or condition of the RFP.

What Are My Responsibilities For Submitting A Proposal?

Bidders must take the responsibility to:

- Carefully read this entire RFP.
- Ask the appropriate questions in a timely manner.

I. Introduction, Continued

- Submit all required responses in a complete manner by the required date and time.
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed.
- Carefully reread the entire RFP before submitting a Proposal.

Are there Reference Documents?

Bidders responding to this RFP should familiarize themselves with the following publications and documents. They can be accessed via the Internet at the noted Web Sites.

Policy Report on AB 1890 Renewables Funding: Report to the Legislature

Publication Number P500-97-002. March 1997, 100 pp

www.energy.ca.gov/reports/1997-03-28_final_report.html

Investing in Renewable Electricity Generation in California (Report to the Governor and Legislature)

Publication Number P500-00-022, June 22, 2001, 81 pp

www.energy.ca.gov/reports/reports_500.html#500

The Renewable Energy Program's Guidebooks and Customer Credit Report:

www.energy.ca.gov/renewables/documents/index.html.

- **Overall Guidelines for Renewable Resource Trust Fund**
Publication Number P500-04-026. Revised May 2004, 25 pp
- **Existing Renewable Facilities Program Guidebook**
Publication Number P500-03-002F, February 2003, 34 pp
- **New Renewable Resources Account Guidebook**
Publication Number P500-01-014V2A (Volume 2A), Sixth Edition. Revised November 2003, 48 pp
Publication Number P500-01-014V2B (Volume 2B), Fifth Edition. November 2003, 45 pp
- **Emerging Renewables Program Guidebook**
Publication Number P500-03-001F2, Third Edition. Revised July 2004, 54 pp
Note: A Fourth Edition Emerging Renewables Program Guidebook, Publication #CEC-300-2005-001-ED4F, 78 pp, was adopted by the Energy Commission on January 19, 2005. This version of the guidebook is expected to be finalized and posted on the Energy Commission's Web Site by the end of January 2005.
- **Consumer Education Program Guidebook**
Publication Number P500-04-003F (Volume 5). May 2004, 14 pp
- **Customer Credit Subaccount Guidebook**
Publication Number P500-03-047V4 (Volume 4), Seventh Edition. Revised May 2003, 61 pp

I. Introduction, Continued

- **Customer Credit Renewable Resources Account Report to the Governor and Legislature – Commission Report**

Publication Number 500-03-008F, April 2003, 42 pp

- **Agricultural Biomass to Energy Program**

Publication Number P500-03-102F, February 2004

www.energy.ca.gov/sb704/index.html

Renewables Portfolio Standard, Energy Commission documents are located at the following Web Site except where noted:

<http://www.energy.ca.gov/portfolio/documents/index.html>

- Publication Number 500-03-023F, *Renewables Portfolio Standard: Decision on Phase 1 Implementation Issues*, June 2003, 44 pp
- Publication Number 500-03-049F, *Renewables Portfolio Standard: Decision on Phase 2 Implementation Issues*, October 2003, 76 pp
- Publication Number 500-04-002F, *Renewables Portfolio Standard Eligibility Guidebook*, August 2004, 61 pp
- Publication Number 500-04-001F, *New Renewable Facilities Program Guidebook*, May 2004, 22 pp
- Publication Number 100-04-003D, Accelerated Renewable Energy Development, prepared in support of the 2004 Integrated Energy Policy Report Update Proceeding (03-IEPR-01), Staff White Paper, July 2004, 200 pp; Web Site at:
www.energy.ca.gov/2004_policy_update/documents
- Publication Number 100-03-019F, 2003 Integrated Energy Policy Report, November 2003, 63 pp; Web Site at:
www.energy.ca.gov/2003_energypolicy/documents
- Publication Number 100-04-006F, 2004 Integrated Energy Policy Report Update, November 2004, 97 pp; Web Site at:
www.energy.ca.gov/2004_policy_update/documents

Renewables Portfolio Standard, CPUC documents, can be accessed at the various CPUC Web Sites noted below:

- CPUC, June 19, 2003, “Decision 03-06-071, Order Initiating Implementation of the Senate Bill 1078 Renewable Portfolio Standard Program,”
http://www.cpuc.ca.gov/PUBLISHED/FINAL_DECISION/27360.html

I. Introduction, Continued

- CPUC, April 22, 2004, "Order Instituting Rulemaking to Implement the California Renewables Portfolio Standard Program: Rulemaking 04-04-026," http://www.cpuc.ca.gov/WORD_PDF/FINAL_DECISION/36206.doc
- CPUC, June 9, 2004, "Opinion Adopting Standard Contract Terms and Conditions" D.04-06-014, http://www.cpuc.ca.gov/PUBLISHED/FINAL_DECISION/37401.html
- CPUC, June 9, 2004, "Opinion Adopting Market Price Referent Methodology" D.04-06-015, http://www.cpuc.ca.gov/word_pdf/FINAL_DECISION/37383.pdf
- CPUC, July 8, 2004, "Opinion Adopting Criteria for the Selection [of] Least-Cost and Best-Fit Renewable Resources, Decision 04-07-029," part of Rulemaking 04-04-026, http://www.cpuc.ca.gov/PUBLISHED/FINAL_DECISION/38287.html
- CPUC, September 30, 2004, "Administrative Law Judge's Ruling Setting Prehearing Conference for Phase Two of the Renewable Portfolio Standard Rulemaking." Part of Rulemaking 04-04-026, http://www.cpuc.ca.gov/word_pdf/RULINGS/40270.pdf

Western Renewable Energy Generation Information System (WREGIS) documents are located at the following Web Site:

<http://www.westgov.org/wieb/wregis/documents.html>

- *Needs Assessment for a Western Renewable Energy Generation Information System Final Report*, December 29, 2003, 72 pp
- *WREGIS Interim Operating Rules: Functional Requirements*, July 15, 2004, 68 pp
- *WREGIS Institutional Committee Revised Phase 1 Report*, July 16, 2004, 39 pp
- *WREGIS Institutional Committee Phase 2 Report*, October 29, 2004, 39 pp

The document below can be accessed on WREGIS' Web Site at:

<http://www.westgov.org/wieb/wregis/faqs.pdf>

- *Frequently Asked Questions Sheet*

For individuals without access to the Internet, hard copies of the Energy Commission's documents may be obtained from:

California Energy Commission
Publications Unit
1516 Ninth Street, MS-13
Sacramento, CA 95814
(916) 654-5200

II. Background

The Renewable Energy Program (REP) was created by Assembly Bill 1890 (AB 1890, Chapter 854, Statutes of 1996, Brulte). AB 1890 directed California's large investor-owned utilities (IOUs) -- Pacific Gas and Electric Company, Southern California Edison Company, and San Diego Gas & Electric Company -- to collect \$540 million from their ratepayers over a four-year period and to transfer those funds to the Energy Commission for renewable resource development.

Senate Bill 90 (SB 90, Chapter 905, Statutes of 1997, Sher) established the Renewable Resource Trust Fund (RRTF) and directed the Energy Commission to administer the funds. In January 1998, the Energy Commission adopted overall funding directives, eligibility requirements, yearly allocations, and specific guidelines to assist Program participants in applying for funding, and the Program began operating.

In September 2000, the Legislature passed Assembly Bill 995 (AB 995, Chapter 1051, Statutes of 2000, Wright) and Senate Bill 1194 (SB 1194, Chapter 1050, Statutes of 2000, Sher), which directed the IOUs to continue collecting \$135 million per year (adjusted for inflation) from their ratepayers from 2002 through 2006 for the RRTF. As required by AB 995 and SB 1194, in June 2001 the Energy Commission submitted a report to the Legislature recommending funding allocations and awards, entitled *Investing in Renewable Electricity Generation in California (Investment Plan)*. In September 2002, the Legislature incorporated the *Investment Plan* into Senate Bill 1038 (SB 1038, Chapter 515, Statutes of 2002, Sher), which authorized the Energy Commission to administer the REP from 2003 through 2006.

The REP retained its basic structure under SB 1038 when it began operating in 2003, as outlined below.

- The Existing Renewable Facilities Program (ERFP) provides funding to support the continued operation of existing renewable facilities. Funding is provided in the form of production incentives that vary based on a target price, market conditions, and the availability of funds.
- The New Renewable Resources Account awards funding to encourage the development of new renewable electricity generation projects most likely to become competitive with conventional power plants. Once on-line, eligible projects receive production incentives for their first five years of generation. The purposes of the New Renewable Resources Account are continued under SB 1038 through the New Renewable Facilities Program (NRFP). The NRFP provides funding to new renewable generators for the above-market costs of meeting California's Renewable Portfolio Standard (RPS) requirements.
- The Emerging Renewables Program (ERP) grants rebates to lower the costs of purchasing and installing renewable technologies for on-site generation.

II. Background, Continued

- The Consumer Education Program provides funding in the form of grants and contracts to increase public awareness of renewable energy and its benefits, and encourage the support of renewable energy and purchases of renewable energy technologies.
- The Customer Credit Account provided incentives to allow renewable providers to offer electricity products to their customers at prices competitive with conventional electricity products. In April 2003, the Energy Commission recommended discontinuing this Account after completing payments to providers.

In September 2002, the Governor also signed Senate Bill 1078 (SB 1078, Chapter 516, Statutes of 2002, Sher), creating the RPS. The RPS requires retail sellers of electricity to increase their procurement of eligible renewable energy resources by at least 1% per year so that 20% of their retail sales are procured from eligible renewable energy resources by 2017. The State's Joint Energy Action Plan accelerates the RPS goal by recommending the state achieve the 20% renewable target by 2010. The 2003 Integrated Policy Report recommends developing more ambitious goals beyond 2010.

In September 2003, the Governor signed Senate Bill 704 (SB 704, Chapter 480, Statutes of 2003, Florez), which required the Energy Commission to allocate \$6 million from the RRTF for incentives to biomass facilities that increase their utilization of qualified agricultural biomass for the 2003-2004 fiscal year. In February 2004, the Energy Commission adopted guidelines to implement this directive.

In October 2003, the Governor signed Senate Bill 183 (SB 183, Chapter 666, Statutes of 2003, Sher) and Senate Bill 67 (SB 67, Chapter 731, Statutes of 2003, Bowen) modifying aspects of the REP and the RPS. These bills took effect in January 2004.

RENEWABLE ENERGY PROGRAM OVERVIEW

Each of the four program elements of the REP requires a variety of contracted technical support activities to help ensure the program elements are implemented and administered effectively and that the legislative mandates are met. The following provides a more in-depth description of the REP's program elements.

Existing Renewable Facilities Program (ERFP)

The ERFP was designed to provide support for "existing" renewable electricity generating facilities and to assist these facilities during the state's transition to a competitive electricity market. The ERFP replaced the Energy Commission's Existing Renewable Resources Account which was allocated \$243 million (45% of the \$540 million in funds) under SB 90 and distributed these funds from 1998 to 2002. The ERFP was allocated \$135 million for five years (20% of \$135 million per year for 2002 through 2006) under SB 1038. Funds from the ERFP are reserved for renewable generators who were on-line and generating electricity for sale before September 26, 1996.

II. Background, Continued

Under SB 90, renewable technologies within the Existing Renewable Resources Account were grouped into three tiers: the first tier (biomass, waste tire, and solar thermal) was allocated \$135 million; the second tier (wind) was allocated \$70.2 million; and the third tier (geothermal, small hydropower, digester gas, landfill gas, and municipal solid waste) was allocated \$37.8 million. Under the SB 1038, funding for the third tier was eliminated and waste tire technology was removed from the first tier leaving the following tier groupings:

Tier 1 (biomass and solar thermal) was allocated \$20,250,000 per year

Tier 2 (wind) was allocated \$6,750,000 per year

Renewable generators must apply to the Energy Commission for registration as a “Registered Renewable Supplier,” and for funding eligibility. If the generators are determined to be eligible, they will receive payments for each month’s eligible generation. Under SB 1038, eligible generators began receiving payments early in 2003.

Payments are made to suppliers on a monthly basis and are distributed through a cents-per-kilowatt hour (cents/kWh) production incentive. The payments are tied to the relationship between the market clearing price for electricity and “target prices” set for each tier, subject to a price cap.

To date, over \$196 million has been disbursed to renewable facilities participating in the Existing Renewable Resources Account and the ERFP.

New Renewable Facilities Program (NRFP)

The NRFP continues the purposes of the New Renewable Resources Account and provides support to new renewable electricity generating facilities to help increase the amount of renewable electricity generation in California’s power mix. SB 90 defined “new” as facilities coming on-line after September 26, 1996, and allocated \$162 million, or 30% of the SB 90 funds, to support the development of new renewable facilities. Funds were distributed through auctions in which project developers submitted bids for the amount of support needed to allow their project to compete in the electricity market. Bids were in the form of a cents/kWh incentive amount, and included an estimate of the first five years of generation from the project. To ensure serious bids, Bidders were required to submit a bid bond equal to 10% of their proposed award. Bidders who provided evidence that they had applied for all necessary project permits were exempt from the bid bond requirement.

The first auction was held in June 1998 and awarded \$162 million. Two additional auctions were held in November 2000 and September 2001 using rollover funds from the Existing Renewable Resources Account that became available due to the high market prices for electricity during 2000-2001, up to a maximum of \$80 million for both auctions. The additional auctions incorporated a system of bonuses and penalties based

II. Background, Continued

on project on-line dates, since the purpose of these auctions was to bring projects on-line quickly to help with California's electricity crisis during 2001 and 2002.

Winning projects are required to meet a series of project development and construction milestones between the auction in which they participated and their expected on-line date, and to submit regular reports to the Energy Commission describing their progress toward coming on-line. These milestones and reports are designed to enable the Energy Commission to track the progress of projects and distinguish projects with a serious intent and opportunity of becoming operational.

Payments are made to facilities once they are on-line and generating electricity. Facilities submit monthly invoices to the Energy Commission showing the number of kilowatt-hours of renewable energy generated that month, along with third-party verification of the generation. Payments are based on the generation multiplied by the facility's cents/kWh incentive bid, and are made for the first five years of project operation.

The three auctions resulted in 81 projects totaling nearly 1,300 megawatt (MW) in capacity. Of those 81 projects, 45 projects totaling 428 MW are on-line, and 26 projects totaling 232 MW are still in development. The remaining 10 projects have been cancelled. Eight of the on-line projects have reached the end of their five-year funding period and are no longer receiving incentive payments.

In 2002, SB 1038 allocated approximately \$69.525 million per year to the NRFP for 2003-2006. Production incentives for new renewable generating facilities are now connected to California's RPS Program. The Energy Commission is directed by SB 1078 to "allocate and award SEPs" to "eligible renewable energy resources to cover above-market costs of renewable energy." The CPUC, in consultation with the Energy Commission, will determine what constitutes these above-market costs by establishing a market price referent (MPR).

SEPs are available to cover the appropriate above-market costs of renewable resources selected by the IOUs. SEPs will be paid for a maximum of 10 years, and the Energy Commission has the authority to set caps on the amount of SEPs paid per kilowatt-hour, per facility, and per solicitation.

- **Renewable Portfolio Standard (RPS) Program**

The various elements of the REP support achievement of the state's RPS goals. Incentive payments for new and existing renewable facilities are expected to support ongoing production from existing renewable facilities while also fostering efficient development of new facilities to meet the 20% target. Also, generation from renewable distributed technologies is anticipated to be included in the RPS. The development of a robust, western-wide system to track the generation and trade of renewable energy purchases is also required under the RPS statute. The tracking system is discussed further in the Consumer Education Program section.

II. Background, Continued

The Energy Commission has been working collaboratively with the CPUC to implement the RPS since its inception. Both Commissions had rules in place by June 2004 to implement the first formal RPS solicitation process by IOUs.

In July 2004, the IOUs opened solicitations requesting bids to meet their RPS obligations. The RPS procurement process includes the IOUs soliciting bids to meet the needs outlined in their procurement plans, evaluating bids, selecting winners, negotiating contracts with generators, and submitting contracts for CPUC approval. Winning bids that are priced above the MPR may be eligible for SEPs to the generator from the Energy Commission. Payments are made for eligible renewable energy procured through an RPS competitive solicitation and delivered in compliance with program requirements. The IOUs anticipate proposing contracts from the first RPS solicitation during the first quarter in 2005.

The RPS solicitation process is anticipated to be repeated annually, with ongoing tracking and reporting requirements. Further, both agencies will review and update the implementation rules as necessary to incorporate data updates, policy and regulatory developments, market developments, public comments, and lessons learned.

Each agency is the lead decision maker for various aspects of the RPS, but both Commissions work collaboratively on all aspects of the RPS. The Energy Commission is the lead decision maker for the following:

- Certifying eligible renewable resources, including in-state and out-of-state facilities.
- Awarding and distributing SEPs for the above market costs of renewable facilities.
- Designing and implementing an accounting system to verify purchases of renewable energy generation.

The CPUC is the lead decision maker on the following matters, but receives technical and policy assistance from the Energy Commission:

- Developing the methodology to estimate the costs of long-term (10, 15, and 20 year), fixed-price contracts for electricity produced from natural gas. The Energy Commission must develop methodologies for these “MPRs” for baseload, peaking, and as-available products, and calculate prices.
- Developing the methodology for the IOUs to evaluate bids submitted in response to RPS solicitations such that the IOUs will select the least-cost-best-fit bids.
- Developing rules for flexible compliance, including penalties, and monitoring RPS compliance.
- Developing standard contract terms and conditions to use in RPS contracts.
- Setting IOU procurement targets, and reviewing IOU procurement plans.
- Approving or rejecting proposed contracts.
- Ensuring RPS competitiveness.

II. Background, Continued

- Defining rules for Electricity Service Providers and Community Choice Aggregators.

The Energy Commission staff works closely with CPUC staff to develop implementation rules through the CPUC's deliberative process. To date, the Energy Commission has implemented its RPS responsibilities through the adoption of Guidelines, which can be developed and adopted much quicker than regulations.

Emerging Renewables Program (ERP)

The ERP was created to advance market development of specified renewable-based generation technologies designed to provide all or part of a consumer's on-site electrical needs. Although the specified technologies have significant market potential, they face fundamental obstacles preventing their widespread use by electric customers. The identified obstacles include: 1) high prices for the technologies, 2) technologies not well known in the market place, and 3) lack of market infrastructure. By providing monetary incentives in the form of rebates to reduce the up-front costs, the goal of the ERP has been to increase market penetration, encourage increased production, and eventually increase market competition which could lower prices so that the technologies could eventually compete on their own without government subsidies.

The ERP replaced the Energy Commission's Emerging Renewables Buydown Program, which was allocated \$54 million or 10% of the SB 90 funds and focused on four emerging technologies: solar photovoltaics (PV), small wind turbines, fuel cells using renewable fuels, and solar thermal electric generation. Under SB 1038, approximately \$118 million was allocated to the ERP for the period 2002 through 2006. Most of the activity to date has been with solar PV, which has the widest market potential of the four technologies. Under the Energy Commission's Investment Plan, additional technologies may be added to the list of technologies that qualify for incentives under the ERP.

Customer Credit Account

From 1998 through 2003, the Customer Credit Account distributed \$65.3 million in Customer Credits to eligible customers who purchased the renewable attributes of eligible renewable electricity through direct access transactions. The \$65.3 million came from a \$75.6 million allocation from SB 90. The Energy Commission paid a credit of up to 1.5 cents/kWh to eligible customers who buy the renewable attributes of eligible renewable electricity through direct access transactions. Eligible customers were those that resided in the service territories of the IOUs and Bear Valley Electric Service Company. The intent of funding the Customer Credit was to foster a market for renewable power.

From 1998 through 2000, the Customer Credit Account grew in terms of both number of participating customers and eligible kilowatt-hours purchased. Beginning in late 2000, the direct access market declined in response to California's energy crisis. Renewable providers left the market for a variety of reasons, stemming from the high wholesale

II. Background, Continued

energy prices at the end of 2000 and the manner in which these high prices were factored into pricing policies for the direct access and bundled service markets.

Additionally, the exhaustion of funding for large customers contributed to the decline in program participation. Customer Credit capped payments to large customers at \$15 million. In April 2001, the \$15 million cap for large customers was reached. Some providers left the market or returned some of their customers to their default utility in response to the end of customer credit funding for large customers.

SB 90 established the framework for the Customer Credit Account through 2001. Although at the beginning of 2002 the REP had the authority to collect funding through 2011, there was no law in place to establish the framework for the Program for 2002 through 2006. Because of this uncertainty, the Energy Commission suspended payments from the Account in 2002 because of uncertainty over changes in law that would modify eligibility requirements for customer credits.

In January 2003, SB 1038 was enacted. SB 1038 required the Energy Commission to submit a report to the Governor and Legislature that would assess whether or not the Account should continue in a similar or modified form, or whether or not the funds should be used for other purposes. On April 2, 2003, the Energy Commission adopted a report entitled, Customer Credit Renewable Resources Account: Report to the Governor and Legislature that recommended the following: the discontinuation of the Customer Credit Account, to provide Customer Credits to eligible customers who purchased eligible renewable energy products from January 1, 2002 through April 1, 2003, and to reallocate the Account's remaining funding to the Renewable Resources Consumer Education Account, Emerging Renewable Resources Account, and to the New Renewable Resources Account. Once payments to eligible providers are complete, the Customer Credit Account will be discontinued.

Consumer Education Program

Under SB 1038, the Consumer Education Program was allocated 1% (\$1.35 million annually) of the RRTF to support renewable energy consumer education activities. The primary goals of the Consumer Education Program are to:

1. Raise consumer awareness of renewable electricity generation options and their benefits,
2. Increase the purchases of small-scale emerging renewable technologies,
3. Leverage strategic alliances and partnerships with organizations connected to renewable energy in California, and
4. Develop information, products, and processes that promote the renewable energy market by verifying and tracking energy generation and verifying retail product claims.

II. Background, Continued

Since 1999, the Consumer Education Program has allocated about \$4.7 million to fund two public awareness campaigns and 20 consumer education grant projects to meet these goals. The Renewable Energy Marketing Board (REMB) conducted grass roots and media activities in targeted communities throughout California from March 1999 through June 2000. From June 2001 through December 2003, ICF Consulting implemented a comprehensive statewide consumer awareness campaign. Grant solicitations were conducted in 2000, 2001 and 2002 awarding about \$1.5 million for 20 education and outreach projects. Grant recipients successfully leveraged about 125% in match funds for their projects.

All grants and contracts awarded from the Consumer Education Program have been completed, no new activities have been initiated in 2004, and there are no plans at this time to issue a solicitation for renewable energy consumer education activities.

In April 2003, the Energy Commission reallocated 10% of the Customer Credit funds (\$1.35 million annually) to the Consumer Education Program to support and accelerate the scoping, design, and development efforts for the required RPS tracking, verifying, and accounting system.

In May 2004, the Energy Commission revised the Consumer Education Guidebook to clarify the type of activities that qualify for funding, including the development of information, products, and the processes that promote renewable energy markets by verifying and tracking energy generation.

WREGIS

In August 2003, the Energy Commission started collaborating with the Western Governors' Association to design and implement a regional renewable energy tracking system, known as WREGIS. In September 2003, a Needs Assessment Survey was sent to market participants, and the responses were summarized in a draft report. After six regional stakeholder meetings, the final Needs Assessment Report was issued in December 2003.

In January 2004, a kick-off meeting for WREGIS took place, which included the establishment of two different committees to work on the design of WREGIS:

- The Operational Rules Committee – responsible for drafting the functional requirements of WREGIS, and
- The Institutional Committee – responsible for discussing issues such as the institutional home of WREGIS, the governance structure and the structure for costs and fees.

From the end of January 2004 through July 2004, both committees met regularly via conference calls. On July 15, 2004, the Interim Operating Rules: Functional Requirements were completed, outlining the technical requirements of WREGIS,

II. Background, Continued

what kind of accounts would be established, who would participate, and how the renewable energy certificates would be tracked, among other technical details. On July 16, 2004, the Institutional Committee released their first set of recommendations regarding the institutional home of WREGIS, and subsequently on July 29, 2004, Western Electricity Coordinating Council (WECC) agreed to be the institutional home. The Institutional Committee completed additional recommendations regarding the governance committee and costs and fees in October 2004. The WECC Board of Directors approved the WREGIS Charter on December 3, 2004, setting up the WREGIS Interim Committee and guidelines for the permanent WREGIS Committee.

III. Work Statement

About This Section

In this section, the Energy Commission describes the tasks the Contractor will be asked to perform under the direction of the Commission Contract Manager. All task elements will be performed on an as-needed basis, in response to Work Authorizations issued by the Commission Contract Manager.

GENERAL REQUIREMENTS

The Contractor shall manage a contract team capable of undertaking all work assignments identified in the Work Statement. In all cases, the Contractor must establish all necessary contractual relationships with all subcontractors and reimburse all subcontractors for services performed. The technical performance of the subcontractors shall be monitored by the Contractor to the extent required by the Commission Contract Manager on a case-by-case basis.

If the required level or type of specific expertise or services required are not met or will likely not be met by the Contractor or its subcontractors, or within the desired period of time, or that a potential conflict of interest exists, the Commission Contract Manager may request the Contractor to solicit for the appropriate capabilities and add those subcontractor capabilities to its team based upon requirements established by the Commission Contract Manager.

The Contractor and subcontractors shall begin task work only after receiving a written Work Authorization to do so by the Commission Contract Manager. The specific task and the degree of effort for each task to be performed by the Contractor or subcontractors will vary from project to project. All project work performed by the contractor team shall be directed by and coordinated with Energy Commission staff as designated by the Commission Contract Manager. The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager.

Any expenses incurred by the Contractor that have not been duly authorized by the Commission Contract Manager shall be borne by the Contractor. No amendments to the Work Authorization shall be made for work undertaken without the specific, written approval of the Commission Contract Manager.

The proposed work falls into the task categories described below:

III. Work Statement, Continued

TASK 1: CONTRACT MANAGEMENT AND REPORTING REQUIREMENTS

The Contractor shall perform various administrative operations and management-related tasks at the direction of the Commission Contract Manager.

- A. In conjunction with REP staff, and appropriate assistance from subcontractors, develop, refine and execute Energy Commission-approved Work Authorizations which define the scope of work, the schedule of deliverables and the estimated project budget for authorized tasks to be performed by the Contractor and its subcontractor team members.
- B. Prepare and issue contract agreements with subcontractors that convey all provisions contained in the contract between the Energy Commission and the Contractor for the review and approval of the Commission Contract Manager.
- C. Require subcontractors to agree and comply with Energy Commission contract terms.
- D. Assure and coordinate the availability of subcontractors to meet the needs of Energy Commission staff. Enforce subcontract provisions and in the event of failure of the subcontractor to satisfactorily perform services, recommend resolution to resolve the problem.
- E. Hire vendors or additional subcontractors to obtain needed products and services pursuant to Exhibit D, #3. SUBCONTRACTS in the Standard Agreement. (A sample draft Standard Agreement is included in this RFP as Attachment 8.)
- F. Require subcontractors to provide invoices that correctly identify and explicitly correlate personnel, labor rates, actual hours, travel and other expenses charged to each task of each Work Authorization, including cost backup. All subcontractor work products shall be reviewed for satisfactory performance by the Energy Commission staff prior to payment being authorized by the Commission Contract Manager.
- G. Prepare and submit monthly invoices to the Energy Commission for contract management and technical support services and for payment of subcontractor invoices for which satisfactory deliverables have been received.
- H. Pay subcontractors in a timely manner for satisfactory products after payment is received from the Energy Commission.
- I. Process Contractor and subcontractor requests for release of retained funds for all completed and approved Work Authorizations for which final deliverables have been approved by the Commission Contract Manager, but excluding all Contractor administrative task authorizations.

III. Work Statement, Continued

- J. Maintain a current contract management database capable of tracking Contractor and subcontractor Work Authorization and invoice activity and the implementation status of all approved Work Authorizations.
- K. Provide verbal or written briefings regarding contract activities to the Energy Commission or other entities, as authorized by the Commission Contract Manager.
- L. Respond to information requests or direction from the Commission Contract Manager in a timely fashion.
- M. Provide administrative and/or technical support for the REP, as authorized by the Commission Contract Manager through administrative and/or technical Work Authorizations.
- N. Provide other REP project management tasks as authorized by the Commission Contract Manager.
- O. Attend program support and project-related development meetings and hold telephone discussions regarding project management issues, as requested by the Commission Contract Manager.

Work Authorizations

This is a "Work Authorization" contract and no work shall be undertaken unless authorized by the Energy Commission through a specific written document called a Work Authorization (See Exhibit B). The Commission Contract Manager shall prepare a Work Authorization for each item of work. Each Work Authorization shall state:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (Work Statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Identification of Commission Project Manager
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (General & Administrative, Other Direct Costs, etc.)
- Total cost of the Work Authorization

III. Work Statement, Continued

Monthly Progress Reports

The Contractor, with assistance from appropriate subcontractors, shall provide monthly progress reports to the Commission Contract Manager describing:

- Monthly progress in each Work Authorization and task.
- The degree of completion of each Work Authorization and task.
- Status of deliverables including any expected delays in deliverable due dates.
- Cumulative budget expenditures by Work Authorization and task.
- Cumulative budget expenditures of total contract.
- Proposed or Commission Contract Manager-approved changes in task description, scope and budget.
- Other information requested by the Commission Contract Manager.

The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

Invoices

The Contractor shall prepare an invoice for all contract expenses performed for assigned Work Authorizations. The official invoice is to be submitted to the Commission's Accounting Office. The Commission Contract Manager will specify the invoice format.

Retention shall be released to Contractor only upon the Energy Commission's approval that the Contractor has satisfactorily completed all of the required services. Any funds withheld for a particular task may be paid upon completion of that task.

Subcontractors

The Contractor shall manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Energy Commission will assign all work to the Contractor. When new subcontractors are hired or added, the Contractor shall provide the Energy Commission with updated Disabled Veteran Business Enterprise (DVBE) forms, if applicable.

The Contractor shall work directly with and report to the Commission Contract Manager on contract status and subcontractor work assignments and progress. The Contractor shall coordinate subcontractor accessibility to the Commission Contract Manager. At the request of the Commission Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Energy Commission's staff or others.

III. Work Statement, Continued

The Contractor shall require subcontractors to provide invoices that correctly identify and explicitly correlate personnel, labor rates, actual hours, travel and other expenses charged to each task of each Work Authorization, including cost backup. The Contractor shall also provide audit and accounting services for subcontractor invoices and for invoice payments, showing funds authorized, invoices submitted, invoices approved by the Energy Commission, and status.

The Contractor shall require subcontractors to copy the Commission Contract Manager with all final, approved Work Authorization deliverables. All Work Authorization deliverables from the contractor team must be submitted as drafts for review and comment to the Commission Contract Manager. After staff review, the approved deliverable shall be copied to the Commission Contract Manager with the Work Authorization number clearly indicated.

Final Report

A Final Report shall be prepared which includes a description of the overall project, the work accomplished during the contract, the effectiveness of the contract in meeting the objectives of the program, and future activities recommended to increase the effectiveness of the program and this contract.

A draft Final Report is due three months prior to the end of the contract. The Final Report is due no later than 60 days prior to the end of the contract. The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The Final Report shall include an analysis of:

- The work accomplished during the contract.
- The effectiveness of this contract in meeting the objectives of the program.
- Future activities recommended to increase the effectiveness of the program and this contract.

The Contractor shall meet with the Energy Commission to present the findings, conclusions, and recommendations. The Final Report must be delivered to the Commission Contract Manager 60 days before the termination date indicated in the term of the contract.

The outline of the Final Report shall be prepared as indicated in the terms and conditions of the contract and the following:

- Title Page
- Executive Summary: Describe the contract goals, how the contract work was implemented, size, schedule, source of project funds, number of projects funded, and provide an overview of results from the contract listed by program (task) area.

III. Work Statement, Continued

- Table of Contents: Organize the report by program area (task number) and by Work Authorization number (beginning with the earliest number).
- Contract Results: Each Work Authorization shall be summarized. Each summary shall include the specific request, results of the work performed, and the conclusions and/or recommendations developed by the work. Each subcontractor shall be responsible for writing its own summaries and forwarding them to the Contractor and the Contractor shall be responsible for editing and combining these summaries into the reports.

TASK 2: EXISTING RENEWABLE FACILITIES PROGRAM (ERFP)

The ERFP's objective is to ensure the continued operation of existing renewable generating facilities, especially biomass, solar thermal, and wind, in order to meet the 20% renewable goal set forth by the RPS, while using public funds in a manner most beneficial to society.

- A. Evaluate the incentives being paid to tier 1 and tier 2 facilities to ensure the incentives are sufficient to maintain the operation of these renewable facilities while not providing them an unjustified bonus that has no bearing on their generating pattern.
 - 1. Continually monitor and evaluate the target price of incentives to ensure appropriateness and make recommendations on changes when needed.
 - 2. Continually monitor and evaluate the cap values for incentives to ensure appropriateness and make recommendations on changes when needed.
 - 3. Continually monitor and evaluate the market price(s) and/or indices used to determine incentives to ensure that their use is appropriate and that facilities are neither over nor under paid, and make recommendations on appropriate market price(s) when necessary.
 - 4. Continually monitor and evaluate fuel, operations, and maintenance costs for facilities and technologies eligible for ERFP funding.
 - 5. Continually monitor and evaluate economic factors that affect the continued operation of facilities eligible for ERFP.
- B. Evaluate the impact these incentives have on the generating pattern of the various technologies and how the determination of what market price is used may impact their generating pattern (positive or negative).

III. Work Statement, Continued

- C. Evaluate the approach and process for determining and making incentive payments.
- D. Monitor and evaluate the financial assistance ERF participants receive from other government agencies via contracts, grants, or other programs of assistance.
- E. Evaluate alternative funding mechanisms for providing funding for the use of biomass fuels and determine if alternatives would be more effective in meeting program goals than current method used.
- F. Evaluate how (or if) changes in the definition of a “new” facility will impact the ERF.
- G. Conduct audits, as necessary, of facilities receiving ERF funding to ensure the facilities continue to meet ERF eligibility requirements.
- H. Provide other needed technical support that arises for the ERF.

TASK 3: NEW RENEWABLE FACILITIES PROGRAM (NRFP)

The objective of the NRFP is to provide support to new renewable generating facilities including those whose generation will count toward the state’s goal of 20% renewables by 2010, and to provide that support in the most efficient, equitable, and cost-effective manner possible.

- A. Evaluate and propose methods to levelize 10 years of SEPs over contract terms of more than 10 years to ensure that funds are used most efficiently and effectively.
- B. Devise a method by which Energy Commission staff can determine the need for, impact of, and ways to implement SEP caps.
- C. Conduct random audits of projects receiving SEPs to ensure that projects continue to meet eligibility requirements and maintain operations in accordance with contractual obligations.
- D. Assist Energy Commission staff in evaluating possible ways to provide preference to projects that provide tangible, demonstrable benefits to communities with a plurality of minority or low income populations.
- E. Assist Energy Commission staff in identifying RPS eligible generation from facilities under long-term contracts with IOUs originally entered into before September 26, 1996 pursuant to Public Utilities Code section 399.6 (c)(1)(C).
- F. Provide technical expertise in the review of Applications for RPS Certification to ensure that applicants meet SEP eligibility requirements.

III. Work Statement, Continued

- G. Assess results of SEP awards and SEP awarding process to evaluate where improvements or changes may be required in the future to better meet the RPS goals with a minimum of administrative burden to Energy Commission staff.
- H. Provide technical expertise to assist staff in evaluating options to implement SEPs that support a time-adjusted MPR (the CPUC is considering developing MPRs that vary over time rather than set as a flat rate).
- I. Provide other needed technical support that arises for the NRFP.

Renewables Portfolio Standard (RPS) Program

The objective of the RPS Program is to foster achievement of the state's goal of 20% renewables by 2010, and any policies adopted to accelerate that goal, in the most efficient, equitable, and cost-effective manner possible. This includes developing, implementing, and updating guidelines at the Energy Commission and providing technical and policy support to the CPUC in their rulemaking process. As part of the implementation efforts, the program will address RPS implementation for IOUs, Electric Service Providers, and Community Choice Aggregators. Further, the program may support implementation by publicly owned utilities. The program also includes efforts to track, evaluate, and report on program results.

- A. Assist Energy Commission staff in developing implementation rules and guidelines for electric service providers and community choice aggregators.
- B. Assist Energy Commission staff in providing support to publicly owned utilities in their efforts to implement the RPS.
- C. Assist Energy Commission staff in evaluating the effectiveness of the RPS Program.
- D. Assist Energy Commission staff in evaluating the use of Renewable Energy Credits (RECs) in the RPS.
- E. Evaluate and propose refinements or changes as necessary to any aspect of RPS implementation including: developing MPRs, implementing the least-cost best-fit bid evaluation process, developing standard contract terms and conditions, implementing rules for flexible compliance, integrating renewable distributed generation into the RPS, and conducting interim tracking until an automated regional system is in place.
- F. Assist Energy Commission staff in evaluating renewable energy potential and cost trends in California and the Western Interconnect.
- G. Assist Energy Commission staff in evaluating transmission constraints and options to cost-effectively develop transmission needed to meet RPS goals.

III. Work Statement, Continued

- H. Assist Energy Commission staff in developing and evaluating new strategies to advance renewable energy development in California beyond the 20% by 2010 target.
- I. Provide other needed technical support that arises for the RPS Program.

TASK 4: EMERGING RENEWABLES PROGRAM (ERP)

A primary goal of the ERP is to accelerate market development of specified renewable-based generation technologies designed to provide all or part of a customer's on-site generation. With virtually all markets, increasing market demand and supply, and encouraging competition, can lower prices so that emerging technologies will be able to eventually compete on their own without government subsidies. Because emerging technologies generally have high up-front investment costs, are not well known in the marketplace and the market infrastructure has not been developed, accelerating market development requires evaluation of and solutions as to how these barriers can be overcome. Addressing and prioritizing these market barrier issues can better achieve an orderly and sustained market development plan. To this end, utilizing limited program funds as efficiently as possible and practicable is critical to the Emerging Account's success. Technical assistance is required to assist staff in the following aspects of program development:

- A. Program Processes, including database and web improvements
 - 1. Reorganize or build database structure to more efficiently implement data tracking and review of applications
 - 2. Modify or create web-based rebate application forms
 - 3. Create web tools for estimating energy production and economic evaluation of PV or wind energy systems
 - 4. Create an internet-based automated application and payment request process
 - 5. Create an internet-based data acquisition system
 - 6. Evaluate and recommend changes to the program's application and review processes to streamline the processes and minimize delays.
- B. Market research
 - 1. How are the various market segments evolving?
 - 2. Evaluate level of incentives needed
 - By technology
 - By market segment type
 - Time frame needed for incentives
 - 3. Assess the market for PV worldwide
 - Costs
 - Product adequacy – supply and demand issues
 - Coordination with other incentive programs.

III. Work Statement, Continued

C. Product development

1. Manufacturing
 - Determine relationship between production capacity, market penetration, and cost reduction
 - Determine funding requirements to reach cost-effective PV systems
 - Evaluate technology innovations that can reduce costs
2. Retail Infrastructure
 - Identify optimal infrastructure
 - Identify ways to expand infrastructure
 - Assess existing business models for PV
 - Develop new business models for growing the market for emerging technologies.

D. Performance-Based Incentives

1. Transitioning the market from capacity incentives (rebates) to performance-based incentives
 - Assess appropriateness of hybrid approach (combining capacity incentive with performance incentive)
 - Conduct analysis to determine if the Energy Commission should, in the long-term, conduct a performance-based incentive program for the following customer classes:
 - Residential
 - Commercial
 - Public and non-profit
2. Assess the appropriate incentive level and payment period for each customer class
3. Determine metering and data reporting requirements
4. Conduct an evaluation of the pilot Performance-Based Incentive Program which began in early 2005.

E. Reliability and dependability of technologies

1. Continue and expand efforts to increase reliability and dependability
 - Monitoring performance of systems
 - Verification Program.

F. Financing and financial issues

1. Assess tax treatment of rebates and performance incentives
2. Evaluate consumer finance options including energy efficient mortgages, mortgage guarantees, Cal PERS mortgage allowance for homes with solar
3. Appropriateness of developing a revolving loan program.

G. New Solar Initiative

1. Assess appropriateness of mandating PV on new buildings

III. Work Statement, Continued

2. Determine how PV should be integrated into California's Building Energy Efficiency Standards
 3. Determine how best to provide incentives to target PV to specific geographic regions
 4. Determine how best to incorporate advanced metering with energy efficient solar homes and buildings
 5. Determine how best to incorporate time-variant pricing with energy efficient solar homes and buildings.
- H. Policies to enhance the continued development of emerging renewable technologies
1. Evaluate and recommend policies to coordinate Emerging Account activities with Customer Education Account activities
 - Training and workshops
 - Education and information materials for contractors, builders, consumers and others.
- I. Conduct audits of program participants, as necessary, to ensure compliance with program requirements.
- J. Provide other needed technical support that arises for the ERP.

TASK 5: CONSUMER EDUCATION PROGRAM

The primary goals of the Consumer Education Program are:

- A. Raise consumer awareness of renewable electricity generation and its benefits.
- B. Increase purchases of small-scale emerging renewable systems installed on customer premises.
- C. Leverage strategic alliances and partnerships with organizations connected to renewable energy in California.
- D. Develop and provide credible information, products, and processes that promote the renewable energy market by verifying and tracking energy generation, verifying retail product claims and verifying compliance with renewable energy policies such as the RPS (WREGIS-related goal).

To meet these goals, the technical assistance under this contract will have the following objectives:

- A. Understand consumer attitudes, perceptions, knowledge and awareness about renewable energy.
- B. Raise consumer awareness about renewable energy.

III. Work Statement, Continued

- C. Increase consumer knowledge about the benefits and mechanics of adopting renewable energy technologies.
- D. Increase purchases of renewable energy technologies.
- E. Verify and track energy generation and retail product claims (WREGIS-related task).
- F. Provide other needed technical support that arises for the Consumer Education Program.
- G. Conduct audits of program participants, as necessary, to ensure compliance with program requirements.

TASK 6: EVALUATION

A. REP

The REP is a uniquely designed, market-based financial incentive system that must operate under high levels of uncertainty in market, regulatory, and technology development conditions. Tracking and predicting these developments is an extremely complex undertaking and requires unique and special skills in economic and statistical modeling of a new market, anticipation of development and performance of advanced electric generation technologies, and continuously adjusting the design of the REP to be consistent with and take advantage of these developments. Methods proposed must, by necessity, accommodate the diverse needs of the four Programs that make up the REP, as well as the overall REP design.

- 1. Propose methods for monitoring and predicting market, regulatory, and technology developments and incorporating these into REP design adjustments.
- 2. Develop techniques to isolate the effects of the REP from other influences in the market; i.e., how much of a market result is due to the operation of the REP and how much is due to other influences interwoven with the operation of the REP.

B. Numerical Targets

A goal of the REP is to meet the state's accelerated RPS goals, with a long-term view of developing a self-supporting renewable energy supply in California. The law sets a goal that 20% of the electricity retail sales in California should be served with renewable electricity by 2017, but state policy has accelerated the target date to 2010. The Governor has supported a longer term goal of achieving a

III. Work Statement, Continued

33% target by 2020. Also, the Energy Commission is considering developing utility-specific goals.

1. Develop methods to evaluate progress toward meeting state RPS targets that are articulated in statute and state policy.

C. Verification and Compliance Audit

1. Develop and perform audits to ensure program participants are complying with Program requirements and requirements of other government and utility-related funding programs, and to make necessary programmatic adjustments.

D. Provide other needed technical support that arises for REP evaluation.

DELIVERABLES AND DUE DATES

All work assignments will be made through specific Work Authorizations and will specify the schedule of deliverables. The level of effort required for each task will vary for each project. Exact timelines for completion of deliverables related to the tasks previously described will be established in a Work Authorization at the time of assignment. The Energy Commission will maintain final approval of all products that result from this contract.

The Contractor, with assistance from appropriate staff and/or subcontractors, will prepare and submit to the Commission Contract Manager the following:

Work Authorizations – Work Authorizations will be developed on an “as-needed” basis, and no work shall be undertaken unless authorized by the Commission Contract Manager through a specific written Work Authorization. Deliverables within the task areas will be determined at the time of release of each Work Authorization.

Project Management Services – due according to Work Authorization schedule

Program/Project Evaluations – due according to Work Authorization schedule

Various Deliverables as Defined in Work Authorizations – due according to Work Authorization schedule

Monthly Progress Reports – The Contractor shall prepare a monthly progress report that summarizes all activities conducted by the Contractor and subcontractors and includes a summary of contract expenditures to date. These reports will be due the 10th of each month following the reporting month. The Commission Contract Manager will specify the report format and number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

III. Work Statement, Continued

Invoices – The Contractor will prepare invoices, not more frequently than monthly in arrears, for all contract expenses incurred in the performance of assigned Work Authorizations. The invoices shall be submitted to the Commission's Accounting Office. The Commission Contract Manager will specify the invoice format.

- **Retention** – If the deliverables are not satisfactory and/or completed by the due date specified in the Work Authorization, the retained amount may not be paid to the Contractor.

Contracts with Subcontractors – When new subcontractors are hired or added, the Contractor shall submit proposed subcontractor contracts to the Energy Commission for review and approval. At the same time, the Contractor shall provide the Energy Commission with updated DVBE forms, if appropriate. The Contractor is responsible for the quality of all subcontractor work.

Program Meetings and Briefings – At the request of the Commission Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Energy Commission's staff or others. The cost of meetings with Energy Commission management, hearings, workshops, etc. will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor will be borne solely by the Contractor.

Final Report – A Final Report, due 60 days before the end of the contract term, shall be prepared which includes a description of the overall project, the work accomplishments of the Contractor, the effectiveness of the contract in meeting the objectives of the REP, and future activities recommended to increase the effectiveness of the REP and the contract.

NOTE:

Computer System Compatibility – The Contractor shall prepare and submit all products to the Commission Contract Manager in a format compatible with the following Energy Commission-supported software or the most recent version of Energy Commission-supported software upon notification by the Commission Contract Manager.

Software Type

Word Processing	Microsoft Office (Word '02)
Spreadsheet and Database	Microsoft Office (Excel '02, Access XP '02)
Charts/Graphics	Microsoft Office '02
Presentations	Microsoft Office (Power Point '02)
Desktop Publishing	Adobe Page Maker 7
Printers	HP LaserJet

IV. Proposal Format and Required Documents

About This Section

This section contains the detailed technical and mandatory proposal format requirements and the approach for the development and presentation of proposal data. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

How Many Copies Of My Proposal Do I Submit?

Mail or deliver an **original Proposal and 6 copies** to the address given in Section V. The Bidder must submit Volume 1 - Administrative, Technical and Cost Proposal. A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, "Volume 2 - Confidential Information for RFP #500-04-503," and must include the Bidder's name and the project title.

What Is The Required Format?

VOLUME 1 – Administrative, Technical and Cost

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

Section 1 - Administrative Response

- Cover Letter
- Table of Contents
- Required Administrative Forms
 - ✓ Contractor Status Form
 - ✓ Small Business Preference Certification letter (if applicable)
 - ✓ Completed Disabled Veteran Business Enterprise Forms
 - ✓ Contractor Certification Clauses
 - ✓ Customer References
 - ✓ Target Area Contract Preference Act (if applicable)
 - ✓ Enterprise Zone Act (if applicable)
 - ✓ Local Agency Military Base Recovery Area Act (if applicable)

IV. Proposal Format and Required Documents, Continued

Section 2 - Technical Response

- Company/Team Organization
 - Previous Work Products (one set to be submitted with original RFP only)
- Project Management
- Approach/Methodology to Meet Task Objectives
- Team Member Experience and Qualifications
- References

Section 3 - Cost

- Cost Summary
- Labor Rate Evaluation
- Final Cost Score

VOLUME 2 – Confidential Information (if applicable)

- Confidential Information

VOLUME 1 – Section 1, Administrative Response

Cover Letter

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, # 500-04-503;”
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

Table Of Contents

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

Required Administrative Forms

Every Bidder must complete and include the following forms with their proposal:

IV. Proposal Format and Required Documents, Continued

- Contractor Status Form, Attachment 1
- Disabled Veteran Business Enterprise (DVBE) Forms, Attachments 2
(Bidders who qualify as government agencies are exempt from this requirement.)
- Contractor Certification Clauses, Attachment 3
- Customer References, Attachment 4

If applicable:

- Target Area Contract Preference Act, Attachment 5
- Enterprise Zone Act, Attachment 6
- Local Agency Military Base Recovery Area Act, Attachment 7

VOLUME 1 – Section 2, Technical Response

Company/Team Organization

1. Provide an organizational chart for your company/team and a description of your project management structure for this contract, including subcontractors. Identify the primary persons responsible for the interface between the Contractor and the Energy Commission, and between each proposed subcontractor and the Contractor. It is important that the organizational chart depict the entire team including administrative staff. List only the staff that will be working on this project and are part of the contract team.

Describe where your company will be headquartered. The work will involve coordination with the Energy Commission's Offices in Sacramento.

2. Identify and list all individual staff in each company including the principal, engineers, technicians, etc. who will provide essential technical services throughout this contract and whose hours will appear on invoices.
 - Describe each individual's job classification, education, academic degrees, professional registration, areas of responsibility, and relevant work experience.
 - Provide a current resume for all personnel listed.
 - Identify by Work Statement Task the person hours or percentage of time each individual will devote to the project. In addition to the technical evaluation criteria scoring, the Energy Commission will use the availability of hours listed as a basis for reviewing the performance of the Contractor during the course of the contract.

IV. Proposal Format and Required Documents, Continued

3. Describe the nature and quality of work completed within the last five years. Provide a minimum of four (4) client references for the Contractor and four (4) client references for each subcontractor for these projects by completing the Customer References Form, Attachment 4. Explain the relevance of this prior work to the Work Statement and the proposed contract and provide examples. Clearly label each example with the Bidder's name. (One set of examples to be submitted with the original RFP only.)

Project Management

The proposal response shall include a section, which contains the following items, intended to show that the Bidder is capable of effectively managing this project and carrying out contract tasks in a timely and professional manner. Describe Bidder's experience and procedures for the following:

1. Effectively managing a project, including a team of subcontractors, and performance monitoring.
2. Budget monitoring, quality control, and assuring timely deliverables on budget.

Approach/Methodology to Meet Task Objectives

Bidders shall summarize the team's technical approach to completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications relevant to performing the required work. The technical approaches, methodologies, and designs proposed by Bidders for the project elements identified below shall be evaluated based on:

- Technical feasibility and creativity of recommended solutions to identified issues.
- Comprehensiveness of design and level of detail described in the proposal.
- Whether the design meets REP objectives and requirements established in the RFP.
- Optimization of resources.
- How efficiently each element is integrated into the overall REP design.

While the following identify a variety of efforts or tasks that are of interest to the REP, Bidders are responsible for proposing and justifying their own specific set of tasks and analytic methods believed to be the most effective. In developing their set of tasks, Bidders shall consider the value of the tasks and methods proposed, as well as the costs of those tasks and methods. Factors for Bidders to consider include whether the set of tasks and methods proposed will:

- *Provide the best information per dollar spent.*
- *Help identify cost-effective improvements in REP designs, while maintaining flexibility in the Program for maximum response to market conditions.*
- *Be consistent with the data and administrative requirements of the REP.*

IV. Proposal Format and Required Documents, Continued

- *Provide sufficient information for successful evaluation of the REP.*

In determining the set of tasks/methods to propose, Bidders will have to account for the variety of skills required by the four Programs of the REP, including engineering, technology, economic, marketing, and educational skills. Bidders will also have to be cognizant of the broader electricity market context in which the renewable industry operates and of the various institutions and industry organizations that may affect the renewable industry and the operation of the REP. Bidders may propose innovative data collection methods, incentive structures, or Program designs that improve the effectiveness of the REP and/or maximize program flexibility to maintain effectiveness under changing market conditions.

Listed below are the Tasks:

- Task 1 – Contract Management and Reporting
- Task 2 – Existing Renewable Facilities Program
- Task 3 – New Renewable Facilities Program
- Task 4 – Emerging Renewables Program
- Task 5 – Consumer Education Program
- Task 6 – Evaluation

Team Member Experience and Qualifications

Document the project team's qualifications as they apply to performing the tasks in the Work Statement. Qualifications required and means of demonstrating them are:

1. Prior experience with electricity pricing structures and electricity markets.
2. Prior technical experience in renewable energy technologies including PV, hydropower, geothermal, wind, solar thermal, landfill gas, digester gas, biomass and biofuels. Knowledge of the environmental implications of renewable technologies and mitigation measures.
3. Familiarity with local, state, and federal regulations and tax laws as they relate to electricity markets for renewables and renewable energy technologies.
4. Technical experience in the integration of renewable energy technologies with energy storage systems and monitoring renewable distributed generation system performance.
5. Prior experience in system output, impacts on the grid, familiarity with equipment design, performance and reliability along with test methods for emerging renewable systems.
6. Knowledge of and experience with utility solicitations for renewable power, bid structures used by participants in those solicitations, and contract negotiation.

IV. Proposal Format and Required Documents, Continued

7. Expertise in financial analysis including calculating long-term payment streams and conducting analyses of funding projections under various RPS scenarios and for emerging technologies.
8. Experience in conducting financial audits of distributed generation and electricity generating facilities and/or the entities that own such facilities.
9. Knowledge of and experience with CPUC processes and proceedings that affect renewables, California's RPS rules and guidelines, RPS policies in California and other states, distributed generation and renewable policy at the federal level and in other countries, particularly Japan and the European Union.
10. Knowledge of and experience with contract costs for natural gas products, costs to develop new natural gas power plants, and natural gas price forecasts.
11. Prior experience with or knowledge of renewable electricity certificate tracking systems including but not limited to the ERCOT system in Texas and the NEPOOL-GIS, and knowledge of the process of developing and implementing the WREGIS.
12. Knowledge of federal and state policies and legal decisions affecting RECs and of the pros and cons of the use of unbundled RECs to meet utility RPS obligations.
13. Prior experience in evaluating market development and potential of renewable energy technologies; product marketing, communications and public relations; and market assessment, research, and analysis; and a variety of project financing mechanisms.
14. Prior experience in advanced database development/management skills.
15. Prior experience in Program evaluation.
16. Proficiency in writing reports and documentation. Bidder will demonstrate written communication skills by the written proposal – its clarity, conciseness, organization, and readability.

References

Bidders must provide a minimum of four (4) client references for the Contractor and four (4) client references for each subcontractor (complete Customer Reference Form, Attachment 4).

All references must include the name and telephone number of a contact person with the contacting organization. The Energy Commission may contact these individuals, as well as others, when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

IV. Proposal Format and Required Documents, Continued

References May Be Considered Throughout The Scoring Process

VOLUME 1 – Section 3, Cost

When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative, overhead, etc. in the labor rates.

The rates and classifications you bid are a part of the final contract and may not be changed. The Energy Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates.

(Bidders must complete the following: Cost Summary [Forms C-1 and C-2], Labor Rate Evaluation [Form D], and Final Cost Score [Form E-1]).

COST SUMMARY

Form C-1

This form is to be completed for each firm that is part of the contract team (use a separate sheet for each firm). This form provides the firm's name and technical specialty; name, classification, and loaded hourly rate for all technical and administrative support personnel whose hours will appear on invoices.

Form C-2

On this form, Bidders should identify all of the following for each firm that is a part of the contract team:

- DVBE – Identify any DVBE by task and dollar amount.
- Travel and per diem - Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees. Travel or per diem shall require prior written authorization from the Commission Contract Manager.
- Supplies/Equipment – The Energy Commission will not pay for any equipment unless authorized by the Commission Contract Manager. Any equipment paid for by the Energy Commission shall become the property of the Energy Commission, and title to such equipment shall be vested in the Energy Commission.
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. **Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.**
- Other Costs

IV. Proposal Format and Required Documents, Continued

- General and Administrative (G&A) – List basis of application.
- Overhead Rate - List basis of application and all items charged in overhead.
- Fees (**not allowed on subcontractor invoices**). List any fixed fees or profits for the Contractor and all subcontractors, and indicate if it is part of any charges to be applied to this contract.

LABOR RATE EVALUATION

Form D

The Bidder is required to complete the Labor Rate Evaluation form which will be used to assist in establishing each Bidder's Final Cost Score. The following is a list of items that must be included:

- Base Hourly Rate – Identify by task all personnel (whose hours will appear on invoices) by company, name, classification, and base hourly rate. Base hourly rate does not include any company overhead, G&A costs, profits, fringe benefits, or other direct and indirect expenses.

Note: The base hourly rate for a replacement shall not exceed the base hourly rate for the individual originally listed. Any replacement must be approved by the Commission Contract Manager prior to assignment of any billable work.

- Overhead/G&A – The overhead and G&A costs are to be inclusive of all direct and indirect expenses other than staff's salary, travel, per diem and those direct expenses specifically authorized by the Commission Contract Manager in a Work Authorization.
- Profit/Fee – List any fixed fees or profits for the Contractor and all subcontractors and indicate if it is part of any charges to be applied to this contract. **Fees are not allowed on subcontractor invoices.**
- Total Loaded Rate – The total loaded rate is the hourly rate, per staff, which will be invoiced to the Energy Commission.

FINAL COST SCORE

Form E-1

Bidders will identify personnel assigned to each task by providing the company, employee's name and classification, employee's total loaded rate per hour, and the hours for each employee by task.

Note: Once the contract is in place, actual hours and tasks will be developed in Work Authorizations.

IV. Proposal Format and Required Documents, Continued

Column A is each employee's total loaded rate per hour by task (from Form D, Column D).

Column B contains the labor hours for each individual by task.

Column C is the costs for the contract tasks by individual (the product of Columns A and B).

Column D has been filled in by the Energy Commission. It contains the dollar amount of contract funds to be devoted to each task area. This is **fixed** by the Energy Commission for the purpose of this Cost Proposal and may not be changed by the Bidder.

Column E is the average hourly rate by task for the designated personnel (the sum of Column C divided by the sum of Column B).

COST SCORING FORMULA

The total cost score (CS_i) for each Bidder is determined by starting each Bidder with 150 points and then adding or subtracting points from this score depending on whether the individual Bidder's total average hourly rate is below or above the total average hourly rate of all Bidders who had at least a minimum passing technical score. **(The total average hourly rate of all Bidders failing to achieve a minimum passing technical score will not be considered in calculating the cost formula.)** This method rewards those who bid low and penalizes those who bid high. The formula rewards any qualified Bidder that bids an average hourly rate sufficiently below other bids to get the full 300 points.

$CS_i =$	$150 + (2) \cdot \left[\frac{B_{Avg} - B_i}{B_{Avg}} \right] \cdot (100)$
$B_{Avg} =$	$\frac{\sum B_i}{\text{Number of Bidders}}$
$CS_i =$	Total cost score for current Bidder (Rounded to the nearest whole point).
$B_i =$	Average hourly rate of current Bidder (Rounded to the nearest whole cent).
$B_{Avg} =$	Average hourly rate of all Bidders with at least a minimum passing technical score (Rounded to the nearest whole cent).

IV. Proposal Format and Required Documents, Continued

VOLUME 2 – Confidential Information (if applicable)

A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, “Volume 2 - Confidential Information for RFP #500-04-503,” and must include the Bidder’s name and the project title. Confidentiality will be determined by the Energy Commission in accordance with the confidentiality regulations contained in Title 20, California Code of Regulations, Section 2501-2505.

The Energy Commission will not accept or retain any proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

V. Administration

What Is An RFP?

The competitive method used for this procurement of services is a Request for Proposal (RFP) using the secondary method as described in the State Contracting Manual. The Evaluation Committee will review and evaluate the Proposals based on the Technical Evaluation Criteria Worksheet (Exhibit A) and the Cost Formula applied to their Cost Proposal (Form E-1). Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Energy Commission will contract with the Bidder whose Proposal receives the highest average total score. The final score for each proposal reflects the average of the combined scores of all Evaluation Committee members.

How Are Key Words Defined?

Important definitions for this RFP are presented below:

Word/Term	Definition
State	State of California
DGS	Department of General Services
Energy Commission/ Commission's	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from Bidder
Bidder	Respondent to this RFP

Contractor Definition

The Contractor is defined as the firm that receives the contract for specific tasks from the Energy Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

Subcontractor Definition

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor, in conjunction with the subcontractor team, is referred to as the contractor team. The Energy Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

V. Administration, Continued

What Is The Deadline For Submitting Proposals?

All copies of your proposal must be delivered to the Commission's Contracts Office by March 17, 2005, by **5:00 p.m.** (PST)

NOTE

In accordance with Public Contract Code 10344, the Energy Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

How Do I Deliver My Proposal?

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. (PST) on March 17, 2005. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on March 17, 2005, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

Where Do I Deliver My Proposal?

California Energy Commission
1516 Ninth Street
Contracts Office, 1st Floor
Sacramento, California 95814

How Many Copies Do I Submit?

Mail or deliver an original Proposal and 6 copies to the address given above. The Bidder must submit Volume 1 - Administrative, Technical and Cost Proposal. A Volume 2 may be submitted for Confidential Information. It must be packaged and sealed separately and clearly marked, "Volume 2 - Confidential Information for RFP #500-04-503," and must include the Bidder's name and the project title.

Are There Important Administrative Details I Should Know?

Disabled Veteran Business Enterprise

This contract is subject to a participation goal of (3%) for certified California Disabled Veteran Business Enterprise (DVBE) as set forth in Public Contract Code, Section 10115 et seq. See Attachments 2. Bidders must provide DVBE qualifications, experience and duties to be performed under the Work Statement. For each DVBE program participant, Bidders shall provide information requested in, and format required in Section IV.

A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either (3%) DVBE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided on the DVBE documents. The DVBE compliance process is as follows:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

Commercially Useful Function for Certified Small Business, Microbusiness, or DVBE

A certified Small Business, Microbusiness, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function**.

A certified Small Business, Microbusiness, or DVBE is deemed to perform a **commercially useful function** if it does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a **commercially useful function** if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business, Microbusiness, or DVBE participation.

V. Administration, Continued

The Bidder must provide, prior to contract award, for each DVBE subcontractor, a written agreement signed by the Bidder and proposed DVBE subcontractor(s). The written agreement will include:

- DVBE Scope of Work
- Term of intended subcontract with DVBE
- Rate and conditions of payment
- Total amount of contract to be paid to the DVBE

Small/Micro Business Preference

Each Bidder who is a State certified Small/Micro Business will receive a cost preference of (5%) of the lowest cost or price offered by the lowest responsible Bidder who is not a certified Small/Micro Business, by deducting this (5%) from the Small/Micro Business Bidder's cost, for the purpose of comparing costs for all Bidders.

Non-Small Business Preference

The preference to a Non-Small Business Bidder that commits to Small Business or Microbusiness subcontractor participation of (25%) of its net bid price shall be (5%) of the highest responsive, responsible Bidder's total score. A Non-Small Business which qualifies for this preference may not take an award away from a certified Small Business. The Small Business or Microbusiness must perform a commercially useful function. A copy of prime contractor's subcontract with a certified Small Business or Microbusiness must be provided before award of contract.

A Certified Nonprofit Veteran Service Agency (NVSA) Small Business Certification

NVSAs can qualify for California Small Business certification through the Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Certification. Small Business/NVSAs participating as a prime Bidder are eligible for application of the (5%) Small Business bidding preference when they meet bid standards including:

- Determined to be a responsible Bidder that submitted a timely responsive bid, and
- Indicated in the bid eligibility for the preference.

Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

V. Administration, Continued

Americans with Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

Can The Energy Commission Cancel This RFP?

Yes, if it is in the State's best interest, the Energy Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP.

Can The Energy Commission Amend This RFP?

Yes, the Energy Commission can amend this RFP. If the RFP must be amended, the Energy Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Energy Commission's Web Site: <www.energy.ca.gov/contracts> and DGS' Web Site: <www.dgs.ca.gov/cscr>.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Energy Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Energy Commission shall not be responsible for failure to correct errors.

What Are The Contract Requirements?

Term of the Contract

The term of the contract let under this RFP will be June 13, 2005 to June 12, 2008.

RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

V. Administration, Continued

Contract Cancellation

The Energy Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

No Contract Until Signed & Approved

No agreement between the Energy Commission and the successful Bidder shall take effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the DGS.

Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Energy Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

Conflicts of Interest

Although a Bidder will not be automatically disqualified by reason of work performed, or for financial interest in the firms who may be affected by action of the Energy Commission, we reserve the right to consider the nature, extent, and recency of such work. By reason of the foregoing, the Energy Commission reserves the right to reject any or all proposals that present a true or apparent conflict of interest.

The Proposal must include a listing of your clients which may have any financial interest in the appliance, utility, or oil and gas industry, or which have any regulatory involvement with the Energy Commission, if during the past year more than 15% of your gross receipts for fees and reimbursements came from all the contracts you had with such firms. If so, state the percentage of your gross receipts and reimbursements, which came from each such firm during the past year.

What If I Decide To Modify Or Withdraw My Proposal?

Withdrawal/Modification

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted Proposal before March 17, 2005, at 5:00 p.m. (PST). A Bidder cannot withdraw after the due date for proposals without the concurrence of the Energy Commission. A bid cannot be "timed" to expire on a specific date. For example, a statement such as the following is nonresponsive to the RFP: "This Proposal and the cost estimate are valid for 60 days."

Please note the following:

V. Administration, Continued

- A. A prior Energy Commission employee may not contract with the Energy Commission for at least one year.
- B. A prior State employee cannot contract with the State:
 - 1. For one year, if the employee was in a policymaking position in the same general subject area; or
 - 2. For two years, if that employee was engaged in the negotiations, transactions, planning, arrangements or decision-making process relevant to the contract.
- C. A current State civil service employee cannot contract with the Energy Commission.

Statement of Economic Interests

Contractor shall submit to the State a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Energy Commission to file a statement.

Can I Use Subcontractors?

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than 10% of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience, and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

How Do I Know If I've Been Awarded A Contract?

Subsequent to the Proposal evaluations, the Energy Commission will post a "Notice of Proposed Award" at the Energy Commission's headquarters in Sacramento, and on the Energy Commission's Web Site, on or about April 4, 2005, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

What Happens To My Documents?

On the Notice of Proposed Award date, all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for, as mentioned above, the documents will be destroyed.

Can My Proposal Contain Confidential Information?

The Energy Commission will not accept or retain any proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal. However, the Energy Commission understands that confidential information may be required to evaluate and score proposals adequately. If a Bidder concludes that certain confidential information is essential to provide evaluators with a complete understanding of the project, Bidders may submit confidential information with the proposal. However, such information shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Commission Contracts Officer, and submitted in Volume 2 of the proposal.

What Happens To My Confidential Information?

Confidential materials submitted by all unsuccessful Bidders will be destroyed and not retained by the Energy Commission. Designations and other decisions regarding the confidentiality of material submitted by the successful Bidder will be made as part of the subsequent Energy Commission contract.

What Types Of Information Would The Energy Commission Consider To Be Confidential?

Consistent with its confidentiality regulations, and the California Public Records Act (Government Code Section 6250 et. seq.), the Energy Commission generally will grant confidential treatment for information that is essential to understanding the proposal, clarifies the status of technology prior to contract work, or will be a contract deliverable. Examples include:

- Any information that is patent pending (until a patent has been approved), including patent application numbers
- Technical trade secrets (i.e., detailed technical drawings)
- Marketing/Business trade secrets (i.e., energy use data for an individual commercial or industrial facility, pending strategic partnerships with manufacturers)
- Economic/financial trade secrets (i.e., income tax records)
- Certain types of client lists.

V. Administration, Continued

Conversely, the Energy Commission generally will not allow confidential treatment for certain information. Bidders are cautioned against seeking confidentiality for the following types of information:

- Project descriptions/Work Statements (including task descriptions, schedule of deliverables and due dates)
- Proposed project budgets (including labor rates, direct, indirect, G&A and fees)
- DVBE information
- Names of employees, subcontractors and match fund participants
- Test plans and reports
- Progress Reports
- Final Reports.

Energy Commission Issued RFP

The Energy Commission has issued this RFP on behalf of the State of California. The Energy Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

KATHY CHAN, CONTRACTS OFFICER

Telephone: (916) 654-4379

FAX: (916) 654-4423

When Is The Deadline For Questions About This RFP?

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is February 7, 2005.**

Nondiscrimination Certification

Any bid, proposal, or offer for a contract which is submitted by a Contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified Contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

Bidders' Admonishment

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to

V. Administration, Continued

carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

On What Grounds Would My Proposal Be Rejected?

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking the properly executed Contractor Certification Clauses, Attachment 30.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.
- If the Proposal in its entirety is marked as "Confidential," or any portion of the cost section of Volume 1 is marked "Confidential."

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise nonresponsive.
- The Energy Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Energy Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

What are the Protest Procedures?

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, a contract(s) will not be awarded until either the protest is withdrawn, or the Energy Commission cancels the RFP, or DGS decides the matter.

V. Administration, Continued

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five working days that the Notice of Proposed Award is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Energy Commission for the DGS hearing officer's consideration.

VI. Evaluation

About This Section

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Section IV.

During the evaluation and selection process, the Energy Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

How Will My Proposal Be Evaluated?

To analyze all Proposals, the Energy Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section IV; Bidders who do not follow the required format nor submit the required forms may be eliminated from the competition.

Stage Two: Technical Evaluation of Proposals

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Technical Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written Technical Proposal through a conference call with the affected Bidder. **Those Bidders not meeting the minimum technical score of 525 points will be eliminated from further competition.**

Stage Three: Cost Proposal

Those Proposals that pass the minimum technical points will have the Cost Scoring Formula applied to their Cost Proposal.

Final Score

The Small Business Preference, Target Area Contract Preference Act, Enterprise Zone Act, and Local Agency Military Base Recovery Area Act will be applied, if applicable.

The contract will be awarded to the Bidder whose Proposal receives the highest average total score. The final score for each proposal reflects the average of the combined scores of all Evaluation Committee members.

VI. Evaluation, continued

Do Small/Micro Businesses Get Extra Points?

Yes, each Bidder who is a State certified Small/Micro Business will receive a preference (extra points) of (5%) of the lowest cost or price offered by the lowest responsible Bidder who is not a certified Small/Micro Business.

Do I Qualify for Extra Points under the Target Area Contract Preference Act?

Yes, each Bidder who qualifies under this program will receive (extra points) of (5%) preference points to California-based companies that perform state contract work in a distressed area.

Do I Qualify for Extra Points under the Enterprise Zone Act?

Yes, each Bidder who qualifies under this program will receive (extra points) of (5%) preference points to California-based companies that perform state contract work in a designated enterprise zone.

Do I Qualify for Extra Points under the Local Agency Military Base Recovery Area Act?

Yes, each Bidder who qualifies under this program will receive (extra points) of (5%) preference points to California-based companies that perform state contract work in the local agency military base recovery area.

How Will My Proposal Be Scored?

The Evaluation Committee will award points for the technical criteria based on the following considerations. The final score for each proposal reflects the average of the combined scores of all Evaluation Committee members.

Fail (0 points)

The Proposal as presented in the bid does not acceptably meet the criterion. Some examples of reasons for failure are:

- The methods or plans proposed to meet the criterion are technically flawed or infeasible.
- The written Proposal inadequately addresses the criterion, so that it is not clear whether the criterion is met.

VI. Evaluation, continued

Below Average (1 point)

Minimally acceptable.

- The Proposal states a requirement, but offers no explanation of how or what will be accomplished.
- The Proposal as presented in the bid minimally meets the criterion. It does not meet the criterion as well as average bids.

Average (2 points)

The Proposal as presented in the bid meets the criterion. It does so by offering, for example:

- Technical approaches, methods, or designs with satisfactory quality.
- Personnel with satisfactory skills or experience.

Above Average (3 points)

It is clear from reading the Proposal that the criterion is met with above average quality. The Proposal offers, for example:

- Technical approaches, methods, or designs with good (better than satisfactory) quality, cogent technical explanations or facts satisfying the requirements.
- Personnel with good skills or experience.

Exceptional (4 points)

It is clear from reading the Proposal that the criterion is met with exceptional quality. The Proposal offers, for example:

- Technical approaches, methods, or designs that are specific and superior.
- Personnel with exceptional skills or experience.

Technical Criteria, Cost And Points

The Evaluation Committee will review and evaluate the Proposals based on the Technical Evaluation Criteria Worksheet (Exhibit A) and the Cost Formula applied to their Cost Proposal (Form E-1).

Exhibit A

TECHNICAL EVALUATION CRITERIA WORKSHEET

FIRM _____

BY _____

Weighting Factors and Criteria	Weight Factors	X	Scored Points	=	Weighted Score
--------------------------------	----------------	---	---------------	---	----------------

Weighting Factors Rated 1 to 8

Scoring Rated 0 to 4

SECTION I.

COMPANY/TEAM ORGANIZATION

1. Organizational strengths of company/team	4			
2. Project organization and efficient use of staff (using appropriate classification of staff for work statement tasks).	8			
3. References	4			

SUBTOTAL SECTION I

Maximum Score Section I: 64 points

Minimum Score Required to Pass Section I:

48 points (75%)

SECTION II.

PROJECT MANAGEMENT

1. Experience in effectively managing a project, including a team of subcontractors, and performance monitoring	8			
2. Budget monitoring, quality control, and assuring timely deliverables on budget	8			

SUBTOTAL SECTION II

Maximum Score Section II: 64 points

Minimum Score Required to Pass Section II:

48 points (75%)

SECTION III.

APPROACH/METHODOLOGY

1. Task 1 – Contract Management and Reporting Requirements	8			
2. Task 2 – Existing Program	7			
3. Task 3 – New Program	8			
4. Task 4 – Emerging Program	8			
5. Task 5 – Consumer Education Program	8			
6. Task 6 – Evaluation	4			

SUBTOTAL SECTION III

Maximum Score Section III: 172 points

Minimum Score Required to Pass Section III:

129 points (75%)

Weighting Factors and Criteria	Weight Factors	X	Scored Points	=	Weighted Score
--------------------------------	-------------------	---	------------------	---	-------------------

Weighting Factors Rated 1 to 8

Scoring Rated 0 to 4

SECTION IV.

EXPERIENCE & QUALIFICATIONS

1. Prior experience with electricity pricing structures and electricity markets.	5		
2. Prior technical experience in renewable energy technologies including photovoltaics, hydropower, geothermal, wind, solar thermal, landfill gas, digester gas, biomass and biofuels. Knowledge of the environmental implications of renewable technologies and mitigation measures.	8		
3. Familiarity with local, state, and federal regulations and tax laws as they relate to electricity markets for renewables and renewable energy technologies.	5		
4. Technical experience in the integration of renewable energy technologies with energy storage systems and monitoring renewable DG system performance.	5		
5. Prior experience in system output, impacts on the grid, familiarity with equipment design, performance and reliability along with test methods for emerging renewable systems.	8		
6. Knowledge of and experience with utility solicitations for renewable power, bid structures used by participants in those solicitations, and contract negotiation.	6		
7. Expertise in financial analysis including calculating long-term payment streams and conducting analyses of funding projections under various RPS scenarios and for Emerging technologies.	7		
8. Experience in conducting financial audits of distributed generation and electricity generating facilities and/or the entities that own such facilities.	4		
9. Knowledge of and experience with CPUC processes and proceedings that affect renewables, California's RPS rules and guidelines, RPS policies in California and other states, distributed generation and renewable policy at the federal level and in other countries, particularly Japan and the European Union.	7		
10. Knowledge of and experience with contract costs for natural gas products, costs to develop new natural gas power plants, and natural gas price forecasts.	5		
11. Prior experience with or knowledge of renewable electricity certificate tracking systems, including but not limited to the ERCOT system in Texas and the NEPOOL-GIS, and knowledge of the process of developing and implementing the Western Renewable Energy Generation Information System (WREGIS).	8		

Weighting Factors and Criteria	Weight Factors	X	Scored Points	=	Weighted Score
--------------------------------	-------------------	---	------------------	---	-------------------

Weighting Factors Rated 1 to 8
Scoring Rated 0 to 4

12. Knowledge of federal and state policies and legal decisions affecting RECs and of the pros and cons of the use of unbundled RECs to meet utility RPS obligations.	4			
13. Prior experience in evaluating market development and potential of renewable energy technologies; product marketing, communications and public relations; and market assessment, research, and analysis; and a variety of project financing mechanisms.	8			
14. Prior experience in advanced database development/management skills.	8			
15. Prior experience in Program evaluation.	4			
16. Proficiency in writing reports and documentation. Bidder will demonstrate written communication skills by the written bid – its clarity, conciseness, organization, and readability.	8			

SUBTOTAL SECTION IV

Maximum Score Section IV: 400 points

**Minimum Score Required to Pass Section IV:
300 points (75%)**

SUBTOTAL SECTION I _____

SUBTOTAL SECTION II _____

SUBTOTAL SECTION III _____

SUBTOTAL SECTION IV _____

TOTAL TECHNICAL SCORE
(Total Minimum Points Required
to Pass Technical 525*)

Total Possible Points 700

***Those proposals not attaining a minimum score of 75% of the total possible points in each Section above, I, II, III, and IV, will be eliminated from further competition**

Minimum Points Required (75%)	525
Total Possible Points	700

Exhibit B

RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO. _____

Work Authorization No.

Amendment No.

Program Area:

☒ Renewable Energy Program

Contract Task:

- ☐ Task 1 - Contract Mgmt/Reporting
- ☐ Task 2 - Existing Program
- ☐ Task 3 - New Program
- ☐ Task 4 - Emerging Program
- ☐ Task 5 - Consumer Education Program
- ☐ Task 6 - Evaluation

Fund Source:

- ☐ RRTF Technical Support
- ☐ RRTF Program

Project Title:

Commission Project Manager:

Contractor/Subcontractor Project Manager:

Term:

Purpose:

Reason for Amendment (if this is an amendment to an existing Work Authorization):

TOTAL WORK AUTHORIZATION BUDGET	\$	cumulative (after amendments)
	\$	incremental (\$ of amendment)

IMPORTANT NOTICE

The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager and Commission Project Manager. Upon such notification, the Commission Project Manager may (*with approval of the Commission Contract Manager*):

- (1) Alter the scope of the Work Authorization to accomplish the work within estimated costs or
- (2) Augment the Work Authorization budget or
- (3) Authorize the Contractor to complete the work for the actual costs or
- (4) Terminate the Work Authorization.

Any expenses incurred by the Contractor that have not been duly authorized shall be borne by the Contractor. No amendments to this Work Authorization shall be made for work undertaken without the specific approval of the Commission Project Manager and Commission Contract Manager (See Contract No. _____ for details of notice).

Exhibit B

RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO. _____

Work Authorization No.

Amendment No.

BUDGET FOR PRIME CONTRACTOR:

<i>Staff Name</i>	<i>Loaded Hourly Rate</i>	<i>Total Estimated Hours</i>	<i>Total Labor</i>
	\$		\$
	\$		\$

<i>Other Direct Costs (ODCs)¹ (list items)</i>	<i>Cost</i>
	\$
	\$

Total Prime Contractor Labor: \$

Total Prime Contractor ODCs: \$

(1) Total Prime Contractor Budget: \$

BUDGET FOR SUBCONTRACTORS:

(Please check, if applicable: ☐ DVBE)

<i>Individual Names by Subcontractor</i>	<i>Loaded Hourly Rate</i>	<i>Total Estimated Hours</i>	<i>Total Labor</i>
	\$		\$
	\$		\$

<i>Other Direct Costs (ODCs)¹ (list items)</i>	<i>Cost</i>
	\$

Total Subcontractor Labor: \$

Total Subcontractor ODCs: \$

(2) Total Subcontractor Budget: \$

TOTAL WORK AUTHORIZATION BUDGET* \$

*(includes: (1) Prime Contractor Total and (2) Subcontractors Total

¹ Such as shipping, reproduction, postage, telephone, and travel.

Exhibit B

RENEWABLE ENERGY PROGRAM TECHNICAL ASSISTANCE CONTRACT NO. _____

Work Authorization No.

Amendment No.

WORK STATEMENT

SUMMARY

TASKS

Task 1 –

Deliverable:

Due Date:

Task 2 –

Deliverable:

Due Date:

Task 3 –

Deliverable:

Due Date:

Exhibit B

RENEWABLE ENERGY PROGRAM
TECHNICAL ASSISTANCE CONTRACT NO. _____

Work Authorization No.

Amendment No.

Approval:

ENERGY COMMISSION

Project Manager Date

Renewable Energy Program Director Date

Contract Manager Date

PRIME CONTRACTOR

Project Manager Date

SUBCONTRACTOR(s)

Principal Date

Exhibit C-1

FORM C-1 COST SUMMARY

Bidder/Contractor: _____

This table is to be completed for each firm that is part of the contract team. List all technical and administrative support personnel whose hours will appear on invoices.

COMPANY:

Technical Specialty:

Personnel Name	Classification	Loaded Hourly Rate*

*The loaded hourly rate shall include overhead, G&A, indirect costs, and profit/fee.

Exhibit D

FORM D LABOR RATE EVALUATION						
Bidder/Contractor:						
Company Name	Personnel Name	Classification	A	B	C	D
			Base Hourly Rate (\$/hr)	Overhead + G&A + Indirect Costs (%)	Profit/fee (%)	TOTAL LOADED RATE [(A) + (AxB)] x (1+C) (\$/hr)
Task 1- Contract Management and Reporting Requirements						
Task 2 - Existing Renewable Facilities Program						
Task 3 - New Renewable Facilities Program						
Task 4 - Emerging Renewables Program						
Task 5 - Consumer Education Program						
Task 6 - Evaluation						

Exhibit E-1

FORM E-1 COST SCORE AVERAGE HOURLY RATE							
Bidder/Contractor:			A	B	C=A*B	D	E = C (SUM) / B (SUM)
Identify by Task personnel by company, name, and classification			Employee Total Loaded Rate/Hr From Form D (Column D)	Hours	Costs for Contract Tasks	Budget for Contract Tasks	Average Hourly Rate by Task
Company	Personnel	Classification					
Task 1 - Contract Management and Reporting Requirements							
				SUM	SUM	Task 1 Budget = \$445,000	
Task 2 - Existing Renewable Facilities Program							
				SUM	SUM	Task 2 Budget = \$37,000	
Task 3 - New Renewable Facilities Program							
				SUM	SUM	Task 3 Budget = \$527,500	
Task 4 - Emerging Renewables Program							
				SUM	SUM	Task 4 Budget = \$634,000	
Task 5 - Consumer Education Program							
				SUM	SUM	Task 5 Budget = \$1,000,000	
Task 6 - Evaluation							
				SUM	SUM	Task 6 Budget = \$200,528	
				TOTAL AVERAGE HOURLY RATE			
							(Sum of Column E / 6)

Exhibit C-2

FORM C-2 COST SUMMARY

Bidder/Contractor: _____

1. DVBE:
2. Travel/Per Diem:
3. Supplies/Equipment:
4. Information Technology:
5. Other Costs:
6. General and Administrative (G&A):
7. Overhead Rate:
8. Fees (not allowed on subcontractor invoices):

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

California Disabled Veteran Business Enterprise Program Requirements

(REV. 9-15-03)

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation
PRONET Database: <http://www.pro-net.sba.gov>

FOR:

Service-Disabled Veteran-owned businesses in California

(Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605
Website: <http://www.pd.dgs.ca.gov/smbus>
24-hour automated information
& document requests: (916) 322-5060
Receptionist: (916) 375-4940
Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605
Voice, 8 am—5 pm: (800) 559-5529
Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: ***555/555-5555***; fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
		DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
		Street Address, City, State and Zip Code			
		<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:			
		Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
		OR	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		
		Date Contacted / /	DVBE Company Name		
		DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
		Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:				
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier	
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**http://www.pd.dgs.ca.gov/smbus** - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
Describe Result			

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	
Trade Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	
<input type="checkbox"/> I certify the ad was placed to reach both trade and focus audiences through this one publication.			
Trade and Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
 - ☐ DVBE Written Agreement
 - ☐ Designated the Commitment Option – Checked the first box
 - ☐ Listed at least one California certified DVBE subcontractor
 - ☐ Checked the box(es) for “Yes ...”
 - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
 - ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
 - ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE's participation
 - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
 - ☐ Attached a copy of the DVBE's certification letter from the Department of General Services
-

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
 - ☐ Designated the GFE Option – Checked the second box
 - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
 - ☐ Confirmed that listed DVBEs are California certified
 - ☐ Attached copies of the invitations sent to the listed DVBEs
 - ☐ Invitations included the required contact information
 - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
 - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
 - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
 - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
 - ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
 - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
 - ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
 - ☐ Attached a copy of the advertisement(s)
 - ☐ The advertisement(s) were published at least 14 days prior to the bid due date
 - ☐ The advertisement(s) included my required contact information
-

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
 - ☐ STD 840 included with bid
 - ☐ Designated the BUP Option – Checked the third box
 - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

CERTIFICATION CLAUSES
Std. CC (New 3-04)

ATTACHMENT 3
RFP #500-04-503
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

CERTIFICATION CLAUSES

Std. CC (New 3-04)

- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
7. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor,

CERTIFICATION CLAUSES
Std. CC (New 3-04)

- indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
- a. Current State Employees (PCC 10410):
- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b. Former State Employees (PCC 10411):
- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

CERTIFICATION CLAUSES

Std. CC (New 3-04)

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body

CERTIFICATION CLAUSES

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which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment 4
RFP #500-04-503
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization. - Time frame for work - Budget for work	

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

- In addition to TACPA, the State has other bidding preference programs for which you might qualify:
- EZA - Enterprise Zone Act (up to a 9% bidding preference)
 - LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
 - Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contact Preferences Act (TACPA) Request" on Reverse

- Section 1:** Enter the solicitation number and the name of the state department or agency offering the solicitation.
- Section 2:** Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Tract and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

Criteria:

- A: The firm is located in a California eligible distressed area.
- B: The firm will establish a worksite in a California eligible distressed area.
- C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.
- D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

- E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.
- F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on “How to Identify Enterprise Zone Locations.”

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.”

Criteria:

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

BID NUMBER
AGENCY/DEPT.

List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate how you are demonstrating preference eligibility by providing the requested information. Attach additional pages if needed.

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description	Other Bidding Preference Programs	Instructions for completing "LAMBRA" Preference Request on Reverse
<p>The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAS by offering bidding preferences on qualified solicitations.</p> <p>The LAMBRA Act provides for two preferences: Worksite and Workforce.</p> <p><i>Worksite Preference:</i> Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.</p> <p>LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.</p> <p><i>Workforce Preference:</i> Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).</p> <p>To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.</p> <p>For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.</p>	<p>In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:</p> <p>TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)</p> <p>EZA -Enterprise Zone Act (up to 9% bidding preference)</p> <p>Small Business - Certified small businesses in California can receive a 5% bidding preference.</p> <p>A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.</p> <p>How the Bidding Preference Works</p> <p>The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.</p> <p>If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.</p> <p>Reporting Requirements</p> <p>Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.</p> <p>How to Identify LAMBRA Locations</p> <p>Contact the State Trade and Commerce Agency at (916) 324-8211.</p>	<p>Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.</p> <p>Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.</p> <p><i>Firm's role in this bid:</i> Enter the appropriate description indicating what job the listed firm will perform.</p> <p><i>Military Base Recovery Area Name:</i> See instructions above on "How to Identify LAMBRA Locations."</p> <p><i>Labor Hours Estimated:</i> For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."</p> <p><i>Criteria:</i></p> <p>A: The firm is located in a California designated LAMBRA.</p> <p>B: The firm will establish a worksite in a California designated LAMBRA.</p> <p>C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.</p> <p>Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>Section 4: The Bidder must complete and sign the Certification.</p>

ATTACHMENT 8

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Energy Commission)

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Pages

Exhibit B – Budget Detail and Payment Provisions Pages

Exhibit C* – General Terms and Conditions GTC 304 3/1/04

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement) Pages

☐ Exhibit D - *Special Terms and Conditions

Exhibit E – Additional Provisions Pages

Exhibit F – List of Contacts and Addresses Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME State Energy Resources Conservation and Development Commission (Energy Commission)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cheryl Raedel, Contracts Office Manager		
ADDRESS 1516 Ninth Street, MS – 18, Sacramento, CA 95814		

☐ Exempt per:

EXHIBIT A

Scope of Work

PURPOSE

The purpose of this Agreement is to.....(*description*)

TASK 1

REPORTS

A. Progress Report

The Contractor shall prepare a monthly progress report which summarizes all contract activities conducted by the Contractor including contract expenditures to date. The monthly progress report is due to the Commission Contract Manager within 15 days after the end of the month. The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports shall coincide with the invoice period.

B. Final Reports

At the conclusion of the Contract, and as provided for in Exhibit A, Statement of Work, and in Exhibit B, Task Deliverables and Due Dates, Contractor shall prepare a comprehensive Final Report, a brief summary of same, and a brief (200 words or less) factual abstract of the Final Report.

- 1) **Meeting** - Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must be consummated on or before the date indicated in the term of the Agreement.
- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Commission with ten copies and a reproducible master.

C. Format

Final reports and summaries shall be prepared in the following manner:

- 1) Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
- 2) Illustrations and graphs sized to 8 1/2 x 11 page.
- 3) Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission
Project Title
Contract Number
By (Contractor)

- D. The Commission owns all material objects produced under this Agreement.
- E. Each report shall become the property of the Commission. Contractor will not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the Commission Contract Manager.

EXHIBIT B

Budget Detail and Payment Provisions

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the Energy Commission agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in this Exhibit. Contractor's actual rates cannot exceed the rates specified in this Exhibit.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Energy Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.
4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Energy Commission and released to Contractor only upon the Energy Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Energy Commission.

5. **PAYMENT TERMS:**

☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☐ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$ _____ or _____ % of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other (Explain) (i.e. lump sum/deliverable)*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by either this Agreement or subsequent Work Authorizations.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

7. **BUDGET DETAIL:**

EXHIBIT C

General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

EXHIBIT D

Special Terms and Conditions

1. CONTRACT MANAGEMENT:

- A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Energy Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

2. STANDARD OF PERFORMANCE:

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task; the Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

OR

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

AND

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1) A competitive bid process conducted in conformance with the State's and the Energy Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Contract Manager and Contract Officer prior to release of the bid document. 2). The Energy Commission may direct Contractor to sole source a subcontract with a specific firm,

once the Contract Manager has obtained sole source approval via the Energy Commission's internal procedures. The Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Contract Manager shall complete and submit to the Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Energy Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Contract Manager shall be notified immediately.

E. **Disabled Veteran Business Enterprise (DVBE) Changes**

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Contract Manager and the Contract Officer. The procedure for replacing any DVBE is:

- 1) Contractor shall inform Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- 2) Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Contract Officer

4. **PERFORMANCE EVALUATION:**

Consistent with Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Energy Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

5. **REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.

- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

California Energy Commission
Project Title
Contractor Number
By (Contractor)

- C. **Ownership:** Each report shall become the property of the Energy Commission.
- D. **Non-disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

6. **PURCHASE OF EQUIPMENT:**

- A. Equipment identified in this Agreement is approved for purchase.
- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All equipment purchased with Commission funds shall be made subject to the following terms and conditions:
 - 1) The Contract Officer will complete a Uniform Commercial Code (UCC.1) Financing Statement and submit it to the Contractor for signature. The Contract Officer will file the signed UCC.1 with the Secretary of State's Office. Invoices for equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
 - 2) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall remain with the Energy Commission.
 - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.
- D. Upon termination or completion of this Agreement, Commission may:
 - 1) if requested by the Contractor, authorize the continued use of such equipment to further Public Interest Energy Research efforts,
 - 2) by mutual agreement with the Contractor, allow the Contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination or completion of this Agreement, or
 - 3) request that such equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

7. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.

- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Energy Commission of any contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Energy Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

9. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.
10. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through

binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

11. **TERMINATION:**

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services

therefore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

12. WAIVER:

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

13. **CAPTIONS:**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

14. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

15. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

16. **STOP WORK:**

The Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance: Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment: An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order: Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

17. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

EXHIBIT E

Additional Provisions

1. CONFIDENTIALITY:

A. Designation of Confidentiality

The Contractor has not identified any confidential items to be delivered under this Agreement.

OR

The Energy Commission agrees to keep confidential the items listed in Exhibit E, Attachment 1.

AND

The Executive Director makes the determination regarding a designation of confidentiality pursuant to 20 CCR 2505. In the event there is a disagreement regarding the confidential designation, Contractor may appeal the Executive Director's determination to the full Commission.

B. Public and Confidential Deliverables: Identifying and Submitting Confidential Information

All public deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information unless the confidential information is specifically identified in Exhibit E, Attachment 1 or has been designated as confidential pursuant to 20 CCR 2505. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Energy Commission's confidential records located in the Contract's Office. All confidential information submitted by the Contractor shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Energy Commission Contract Officer. (Non-confidential deliverables are submitted to the Contract Manager.) All confidential information will be contained in the "confidential" volume, no confidential information will be in the "public" volume. Only those items specifically listed in Exhibit E, Attachment 1 or in a subsequent determination of confidentiality pursuant to 20 CCR 2505 qualify as confidential deliverables.

C. Future Confidential Information

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as deliverables that the Contractor considers to be protectable as confidential information. In this case, Contractor shall follow the procedures for designation of confidential information in 20 CCR 2505 including: an application for confidentiality in subdivision (a)(1-4); the automatic designation of confidentiality in subdivision (a)(5); or information submitted under a contract in subdivision (c)(2)(B). The Energy Commission Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to this Agreement.

D. Disclosure of confidential information by the Energy Commission may be made only pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Invitation for Bid or Request for Qualifications number _____, titled, _____, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.

3. **WORK AUTHORIZATION PROCESS:** The Energy Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Energy Commission Contract Manager shall file all signed WA with the Energy Commission Contracts Office. Each WA shall detail the following:

1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Energy Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.

A. The Energy Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Energy Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.

B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Energy Commission Contract Manager. Upon such notification, the Energy Commission Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
- 2) Augment the dollar amount of the WA via an amendment; or
- 3) Authorize the Contractor to complete the work for the actual costs; or
- 4) Terminate the WA.

C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. CONTRACTOR VACANCIES:

Contractor shall give priority consideration in filling vacancies in positions funded and during the term of this Agreement, to qualified recipients of aid under Chapter 2, commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9, commencing with Section 11349, of the Welfare and Institutions Code.

5. CONFLICT OF INTEREST:

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant as directed by the Energy Commission's Contract Manager in consultation with the Energy Commission's Chief Counsel's Office to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- D. Bidding Activities:
 - 1) Contractor and each subcontractor shall agree not to bid as an independent consultant on any of the following:
 - a) An RFP or project on which Contractor or any subcontractor has provided assistance under this Contract.
 - b) Every related RFP or subject that currently receives assistance or receives assistance during this Contract under _____ [fill in program] or intends to apply for such assistance under any of the above programs and makes that fact known to Contractor or Contractor team members.

2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

- a) Any project seeking assistance under the programs listed above for which Contractor has become an independent consultant in a situation not covered by clause D.1; or,
- b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, it has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under any of the above programs.

3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Energy Commission Contract Manager, and shall furnish the Energy Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Contract.

EXHIBIT F

List of Contacts and Addresses

Commission Contract Manager: (Name), MS- California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: Fax: e-mail: _____@energy.state.ca.us	Contractor Project Manager: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Commission Contracts Officer: Kathy Chan, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone : (916) 654-4379 Fax: (916) 654-4423 e-mail: kchan@energy.state.ca.us Deliver confidential deliverables to this location only.	Contractor Administrator/Officer: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Invoices, Progress Reports and Non-Confidential Deliverables to: Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: Fax: e-mail: _____@energy.state.ca.us	
Legal Notices: Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-4392 Fax: (916) 654-4423 e-mail: craedel@energy.state.ca.us	Contractor Legal Person:
	Contractor's Key Personnel: (Individual's Names listed)
	Key Subcontractors: (Company Names listed. Include names of individuals if they are key.)